



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

**Tuesday, October 03, 2023 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 Rose, Economic Development Director  
Adrienne Batara, Public Relations Director  
Floyd Bailey, Chief Information Officer

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

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

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

### **III. INVOCATION**

### **IV. ROLL CALL**

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

### **VI. APPOINTMENTS**

- 1.** Appointments to the Employee Dependent Scholarship Program (AF-308-2023) (Mayor Shull)
- 2.** Appointment to the Beverage Board (AF-307-2023) (Mayor Shull)

## **VII. APPROVAL OF MINUTES**

- [1.](#) September 18, 2023 - Work Session
- [2.](#) September 19, 2023 - Business Meeting

## **VIII. PUBLIC HEARINGS**

- [1.](#) Consideration of a Resolution to Annex and Adopt a Plan of Services for the Jan Way Annexation and Consideration of an Ordinance to Amend Zoning (AF-309-2023) (Ken Weems)

## **COMMENT**

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

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

- [1.](#) Consideration of a Resolution to Approve the Tennessee Commission on Aging Grant and Appropriate the Funds (AF-303-2023) (Michael Borders)
- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-302-2023) (John Morris)

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

- [1.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-268-2023) (Chris McCartt)
- [2.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 105, a Portion of Parcel 188.00 Located Along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District (AF-280-2023) (Jessica McMurray)
- [3.](#) Consideration of a Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY 2024 Grant (AF-292-2023) (Chief Dale Phipps)
- [4.](#) Consideration of a Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY 2024 Coordinator Grant (AF-293-2023) (Chief Dale Phipps)
- [5.](#) Consideration of an Ordinance to Approve a Change Order for the Main Street Rebuild and Streetscape Project (AF-295-2023) (Michael Thompson)

- 6.** Consideration of an Ordinance to Amend the FY 2024 General Project Fund Budget (AF-306-2023) (David Frye)
- Added 10/3/23

## **XI. OTHER BUSINESS**

- 1.** Consideration of a Resolution to Award the Bid to Horizon Underground, LLC for the Lakecrest Drive Waterline Replacement Project and Authorize the Mayor to Sign all Applicable Documents (AF-300-2023) (N. Ensor/R. McReynolds)
- 2.** Consideration of a Resolution Awarding Bid for Construction of Water Treatment Plant (WTP) High Service Pump Station Upgrade to J. Cumby Construction and Authorize Mayor to Sign All Applicable Documents (AF-304-2023) (Ryan McReynolds)
- 3.** Consideration of a Resolution Endorsing the State Route 93 and State Route 1 Corridor Study Final Report and Recommendations (AF-260-2023) (Ryan McReynolds)
- 4.** Consideration of a Resolution to Accept a Donation from Eastman Chemical Company (AF-301-2023) (Scott Boyd)
- 5.** Approve Issuance of Certificate of Compliance for a Retail Food Store to Sell Wine (AF-310-2023) (Angie Marshall)
- 6.** Consideration of a Resolution Approving a Settlement Agreement and Mutual Release with C & C Restoration, Inc. and Authorizing the Mayor to Execute the Same (AF-311-2023) (Bart Rowlett)
- 7.** Consideration of a Resolution to Award the Bid for the Buck Van Huss Dome Renovation and Associated Work at Dobyns-Bennett High School to Preston Construction Company (AF-305-2023) (David Frye)

## **XII. CONSENT AGENDA**

## **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

## **XIV. ADJOURN**





## **Laura King Feagins**

A native of Wilson, N.C., Laura King Feagins, 51, moved to Kingsport from Charleston, S.C., in 1985. She graduated from Kingsport's Dobyms-Bennett High School in 1990 and received her Bachelor of Science degree in early childhood education from Carson-Newman University, Jefferson City, Tenn., in 1995. She has been a teacher for more than 25 years , holding positions at Andrew Jackson Elementary School, Mountain View United Methodist Church and Colonial Heights Presbyterian Church. After teaching preschool for 7 years at First Friends–First Baptist Church , she now serves as chief substitute.

Laura is a member of First Broad Street United Methodist Church, where she serves on the Children's Ministry Council and also teaches Pre-K Sunday School. Laura also volunteers on the Kingsport Chamber Annual Dinner Committee. She is married to Bob Feagins and they have one son, Higgs. Laura enjoys reading, exercising, the theater, and spending time with her family and friends. Most of all, she loves being a wife and mother.

## **Laura Feagins**

**2232 Silverdale Road, Kingsport, 37660**

**423-963-3830**

## **Stephanie Barham**

Birthday: February 8<sup>th</sup>

Executive Director  
Northeast State Community College-Kingsport Campus  
300 West Market Street  
Kingsport, TN 37660  
srbarham@northeaststate.edu  
<https://www.northeaststate.edu>  
423-354-5151  
423-620-2723

*Serving as the Executive Director of Northeast State Community College Kingsport, Stephanie Barham has over 16 years of experience in public education with a specialization in higher education administration, teaching, curriculum, and instructional design.*

*Stephanie joined Northeast State Community College in 2020, assuming the role of Project Manager for the President's Office. From there, she moved into the role of Chief of Staff for the President in 2021, and most recently became promoted to the Executive Director of NeSCC Kingsport in June 2023. In addition, Stephanie is an adjunct professor at East Tennessee State University where she teaches both undergraduate and graduate level courses in leadership studies, writing, higher education administration, and developmental psychology.*

*Prior to NeSCC, Stephanie served as the Instructional Design Coordinator for East Tennessee State University. In this role, she worked alongside faculty in the creation and assessment of online courses while also teaching courses of her own.*

*Prior to East Tennessee State University, Stephanie worked in K-12 education serving as a classroom teacher for Greene County Schools in Greeneville, TN and as a high school administrator for Kingsport City Schools.*

*Stephanie graduated with an Ed.D in Educational Leadership & Policy Analysis from East Tennessee State University, an Ed.S in Curriculum & Instruction from Lincoln Memorial University, a Masters degree in Educational Leadership from Union College, and a B.S. in Interdisciplinary Studies from East Tennessee State University.*

*Stephanie is the wife of Special Agent Blake Barham of Norfolk Southern Railroad. She has two children, Andrew (17), who will be a senior at Greeneville High School, and Sophie (12), who will be a 7<sup>th</sup> grader at Greeneville Middle School. Stephanie also has two fur babies, Duke (Boxer) and Bailey (Wheaten Terrier).*

### Community Involvement

*Stephanie stays involved in community activities by being an active member of First Baptist Church of Greeneville. She assists the Kiwanis Club and Men on a Mission in hosting community events as well as assists the Miss East TN organization on mock interview panels. Finally, Stephanie serves as the treasurer for Kristin Girton, Greeneville City Council Member.*

**Greg Perdue**

First Horizon Bank

Kingsport Market President

Commercial Banking Relationship Manager

Office - (423) 378-7068

Cell – (423) 782-6347

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



Jason Sanders

I grew up in Kingsport and graduated from Dobyys Bennett High School and ETSU. While in college, I worked part-time for the Boys and Girls Club of Kingsport. After graduating with BS from ETSU, I took a full-time position as Operations Director with the Boys and Girls Club in Spartanburg SC. I then accepted the Executive Director position with the Boys and Girls Club of Waynesboro, VA. The Boys and Girls Clubs have always been a passion, but for me, Kingsport is the only place to live. I returned to Kingsport in 2007 as the owner of the janitorial company that I still operate today. I am also a 50% partner in a real estate company focusing on renovating older houses and buildings.

Since moving back to Kingsport, I have volunteered and been active in several agencies and non-profit organizations including the Kingsport City Schools, Visit Kingsport, Boys and Girls Club and the Netherland Inn Society. Since 2019, I have been heavily involved with the Dobyys-Bennett Band. I serve on the Band Boosters Board as the Equipment Crew Committee Chair (Black Shirts). I lead the Black Shirts which is comprised of 25 parent volunteers. We are responsible for the logistics of moving, setting up, and breaking down all equipment for the band as they play throughout the area, region and country.

I am passionate about our city, especially its growth. I enjoy being involved in the community and assisting people and agencies achieve their respective goals as we make our city stronger.



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, September 18, 2023 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 p.m. by Mayor Shull.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- III. **DISCUSSION ITEMS**

1. **Ballad Health Update** - Rebecca Beck

Ms. Beck presented this item, providing details on Emergency Room wait times and how Kingsport compares to the national average and rankings. She also discussed patient satisfaction, the turnover rate and accomplishments in FY 2023. Ms. Beck also gave information on provider recruitment efforts as well as the trauma network and community outreach efforts. There was brief discussion throughout the presentation as she answered questions.

2. **Main Street Update** - Michael Thompson

Mr. Thompson gave a presentation on the status of this project and the progress that has been made to date. He discussed the work being done on the rebuild and streetscape and the projected timeline to completion.

Mr. Thompson then discussed the Brickyard Bridge project, noting staff anticipates bringing the agreements with CSX to the BMA this fall.

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

**Monday, September 18, 2023 at 4:30 PM**

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

**3. Civic Auditorium - Michael Borders & Kingsport City Schools**

Assistant City Manager Borders highlighted the three key components justifying the dedication of the Civic Auditorium completely to the schools. KCS Superintendent Dr. Chris Hampton then gave a presentation depicting the challenges facing the schools and the capacity of the current facilities. He provided details on the current usage of the civic auditorium including the long term possibilities. Dr. Hampton commented on the safety implications and provided a visual footprint of the campus and where the civic auditorium adjoins the property.

Mr. Borders then provided further details on the rental aspect of this facility and how it relates to other city facilities. He also discussed the CivicRec app and how user friendly it is. Lastly, he commented on the Memorandum of Understanding between the city and the schools regarding renovations/alterations, rental/booking managements and continued use of the facility for voting. If approved by the BMA and the BOE this month, the schools will take over use of the facility on November 1.

There was considerable discussion.

**IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the September 19, 2023 proposed agenda. No items were discussed at greater length or received specific questions of concerns.

**V. ITEMS OF INTEREST**

- 1. Projects Status Report
- 2. Sales Tax Report

**VI. ADJOURN**

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:55 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, September 19, 2023 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

Ryan McReynolds, Deputy City Manager  
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by New Vision Youth
- III. **INVOCATION** led by Mayor Shull.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **TCAT Kingsport Construction Program Graduates** (Alderman Phillips)
  2. **Keep Kingsport Beautiful Beautification Awards** (Sharon Hayes)
  3. **Law Enforcement Challenge** - Traffic Safety Enforcement and Training (Alderman Duncan)
- VI. **APPOINTMENTS** None.
- VII. **APPROVAL OF MINUTES** (*These items are approved under one motion.*)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

1. **August 14, 2023 - Work Session**
2. **August 15, 2023 - Business Meeting**

Passed: All present voting "aye."



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

Tuesday, September 19, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**VIII. PUBLIC HEARINGS**

- 1. Consideration of an Ordinance to Amend Zoning of Tax Map 105, a Portion of Parcel 188.00 Located Along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District (AF-280-2023) (Jessica McMurray)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG TRI-CITIES CROSSING FROM THE A-1, AGRICULTURAL DISTRICT TO THE B-4P, PLANNED BUSINESS DISTRICT IN THE 14TH 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 Vice Mayor George who abstained.

**COMMENT**

Mayor Shull invited citizens in attendance to speak. There being no one coming forward, the mayor closed the public comment section.

**IX. BUSINESS MATTERS REQUIRING FIRST READING**

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-268-2023) (Winkle/Morris)**

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2023; FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of a Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office's (THSO) FY 2024 Grant (AF-292-2023) (Chief Dale Phipps)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, September 19, 2023 at 7:00 PM

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3. **Consideration of a Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office's (THSO) FY 2024 Coordinator Grant (AF-293-2023)** (Chief Dale Phipps)

Motion made by Alderman Montgomery, Seconded by Alderman Duncan.

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

4. **Consideration of a Resolution and Ordinance to Approve a Change Order for the Main Street Rebuild and Streetscape Project (AF-295-2023)** (Michael Thompson)

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

**RESOLUTION NO. 2024-079** A RESOLUTION APPROVING CHANGE ORDER NO. 3 TO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND SUMMERS-TAYLOR, INC. FOR THE MAIN STREET REDEVELOPMENT PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CHANGE ORDER

Passed: All present voting "aye."

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

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

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. **Consideration of an Ordinance Amending Section 6-1 to Add the Definition of Barrel and to Repeal Section 6-169 in Its Entirety (AF-216-2023)** (Chris McCartt)

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

**ORDINANCE NO 7103** AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, BY; AMENDING SECTION 6-1 RELATING TO INCLUDING THE DEFINITION OF BARRELL; TO REPEAL SECTION 6-169 IN ITS ENTIRETY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

- 2. Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.20, Located Along Eastern Star Road and Fordtown Road from the B-3, Highway Oriented Business District to the R-3, Low Density Apartment District (AF-265-2023) (Ken Weems)**

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

**ORDINANCE NO 7104** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EASTERN STAR ROAD AND FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 3.70, Located Along Fordtown Road from the B-3, Highway Oriented Business District and the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District (AF-266-2023) (Ken Weems)**

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

**ORDINANCE NO 7105** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORDTOWN ROAD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT AND THE M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO THE R-3, LOW DENSITY APARTMENT DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 4. Consideration of an Ordinance to Amend Zoning of Tax Map 106, Parcel 001.00 and Tax Map 0920, Group E, Parcel 043.00 Located Along Lebanon Road from the R-1B, Residential District to the PD, Planned Development District (AF-267-2023) (Jessica McMurray)**

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

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

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

**ORDINANCE NO 7106** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG LEBANON ROAD FROM THE R-1B, RESIDENTIAL DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund Budget (AF-273-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Phillips.

**ORDINANCE NO 7107** AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**6. Consideration of an Ordinance to Condemn (AF-274-2023) (Ryan McReynolds)**

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

**ORDINANCE NO 7108** AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

**1. Consideration of a Resolution to Approve an Agreement with Source Technologies, LLC for Odor and Corrosion Control at Sewer Lift Stations (AF-275-2023) (Ryan McReynolds)**

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

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

**Tuesday, September 19, 2023 at 7:00 PM**

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

**RESOLUTION NO. 2024-065** A RESOLUTION APPROVING AN AGREEMENT WITH SOURCE TECHNOLOGIES, 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."

- 2. Consideration of a Resolution Naming the New Bike Park Facility - Brickyard Park Pump Track (AF-276-2023) (Michael Borders)**

Motion made by Alderman Phillips, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-066** A RESOLUTION APPROVING "BRICKYARD PARK PUMP TRACK" AS THE NAME FOR THE NEW BICYCLE FACILITY AT BRICKYARD PARK

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Tennessee Department of Transportation on Behalf of the Kingsport MTPO (AF-284-2023) (Lesley Phillips)**

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

**RESOLUTION NO. 2024-067** A RESOLUTION APPROVING A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Enter into a Memorandum of Understanding with Kingsport City Schools Designating the Civic Auditorium as a KCS Facility (AF-298-2023) (Michael T. Borders)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-068** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH KINGSPORT CITY SCHOOLS FOR THE USE OF THE CIVIC AUDITORIUM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

Passed: All present voting "aye."

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

Tuesday, September 19, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**5. Consideration of a Resolution to Enter into a Lease Agreement with Sons and Daughters of Douglass for a Museum (AF-299-2023) (Michael T. Borders)**

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

**RESOLUTION NO. 2024-069** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR THE USE OF SPACE AT V. O. DOBBINS SR. COMPLEX BY SONS AND DAUGHTERS OF DOUGLASS, INC. FOR A MUSEUM SPACE AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

**6. Consideration of a Resolution to Appropriate Funds for the Purchase of Taser 7 Electronic Control Weapons (ECW) from Axon Enterprises Inc. for All Sworn Members of the Kingsport Police Department (AF-285-2023) (Chief Phipps)**

Motion made by Alderman Phillips, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-070** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO AXON ENTERPRISE, INC. FOR THE PURCHASE OF TASER 7 ELECTRONIC CONTROL WEAPONS FOR ALL SWORN MEMBERS OF THE KINGSFORT POLICE DEPARTMENT THROUGH AGREEMENT NO. 3544-21-4615 THROUGH THE OMNIA PARTNERS COOPERATIVE

Passed: All present voting "aye."

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

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

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

**1. Consideration of a Resolution to Accept a Grant From Enbridge (AF-283-2023) (Chief Boyd)**

**RESOLUTION NO. 2024-071** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM THE SAFE COMMUNITY FIRST RESPONDER PROGRAM OFFERED BY ENBRIDGE, INC. FOR THE KINGSFORT FIRE DEPARTMENT

**2. Consideration of a resolution amending the FY 2022/2023 CDBG Sub-recipient Agreement with Holston Habitat for Humanity (AF-281-2023) (Michael Price)**

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

**Tuesday, September 19, 2023 at 7:00 PM**

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

**RESOLUTION NO. 2024-072** A RESOLUTION AMENDING THE FISCAL YEAR 2022/2023 COMMUNITY DEVELOPMENT BLOCK GRANT SUB-RECIPIENT AGREEMENT WITH HOLSTON HABITAT FOR HUMANITY

- 3. Consideration of a Resolution Authorizing the Application and Receiving of Funding through the Tennessee State Museum Grant (AF-282-2023) (Michael Price)**

**RESOLUTION NO. 2024-073** A RESOLUTION AUTHORIZING THE APPLICATION FOR AND RECEIPT OF GRANT FUNDS FROM THE TENNESSEE STATE MUSEUM GRANT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

- 4. Consideration of a Resolution to Apply for and Receive a Tennessee Law Enforcement Officer Hiring, Training and Recruitment Program Grant from the State of Tennessee for FY 2024 (AF-290-2023) (Chief Dale Phipps)**

**RESOLUTION NO. 2024-074** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TENNESSEE LAW ENFORCEMENT OFFICER, HIRING, TRAINING, AND RECRUITMENT PROGRAM GRANT FROM THE STATE OF TENNESSEE FOR THE KINGSPORT POLICE DEPARTMENT

- 5. 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 Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant for FY 2024 (AF-291-2023) (Chief Dale Phipps)**

**RESOLUTION NO. 2024-075** 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 FOR THE TENNESSEE LAW ENFORCEMENT HIRING, TRAINING, AND RECRUITMENT PROGRAM GRANT

- 6. Consideration of a Resolution Authorizing the City Manager to Purchase Chrysler Pacifica Vans for Kingsport City Schools' Activities (AF-296-2023) (David Frye)**

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

Tuesday, September 19, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

**RESOLUTION NO. 2024-076** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH CHRYSLER DODGE JEEP RAM FIAT OF COLUMBIA FOR THE PURCHASE UP TO FIVE CHRYSLER PACIFICA VANS UTILIZING TENNESSEE STATEWIDE CONTRACT NO.: SWC209 AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

7. **Consideration to Approve Issuance of Certificate of Compliance for a Retail Food Store to Sell Wine** (AF-294-2023) (Angie Marshall)
8. **Consideration of a Resolution to Approve the Stormwater Annual Compliance Report for TDEC** (AF-287-2023) (Ryan McReynolds)

**RESOLUTION NO. 2024-077** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STORMWATER ANNUAL COMPLIANCE REPORT REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

9. **Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Accept a Change Order for Software Products from Data-Drive** (AF-297-2023) (Chief D. Phipps)

**RESOLUTION NO. 2024-078** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DATADRIVEN, LLC FOR THE ACQUISITION OF LICENSES FOR THE WATSON RMS, WATSON PROPERTY AND EVIDENCE, AND WATSON VICE MODULES FOR THE KINGSPORT POLICE DEPARTMENT AND ANY OTHER DOCUMENTS NECESSARY TO ACCEPT THE AMENDMENT TO THE AGREEMENT

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt commented on the following item regarding debt obligation and the requirement of the letter to be spread across the minutes. He then asked City Recorder/Treasurer Lisa Winkle to provide further information and details.

**2. Report on Debt Obligation**

City Recorder/Treasurer Lisa Winkle discussed this item, noting this report must be filed with the comptroller and presented at a public meeting when new debt is issued.



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

**Tuesday, September 19, 2023 at 7:00 PM**

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

**3. Mayor and Board Members**

Alderman Duncan stated several hundred regional 4th graders attended Conservation Camp at Bays Mountain Park last week and thanked those who sponsored it. He mentioned the fall cleanup for Keep Kingsport Beautiful was about to start and invited citizens to join. Lastly he noted 107 baseball teams will be in town this weekend for a tournament. Alderman Cooper mentioned there are many exciting things happening in Downtown Kingsport and encouraged citizens to learn more details online. Mayor Shull pointed out Alderman Cooper recently became the Director for Friends in Need. She provided further details on this organization. Alderman Montgomery talked about Healthy Kingsport and the current as well as upcoming projects and events they have underway. KOSBE is also kicking off an event in conjunction with the Chamber promoting inclusivity among small businesses. Alderman Phillips mentioned the new fire truck push-in at the Fire Station last week, noting they look awesome. He also stated as a new kindergarten parent, he highly commended the School Resource Officers. Lastly, he noted the deadline for the Citizens Police Academy is later in the week and encouraged citizens to apply. Alderman Olterman asked everyone to support the DB football team. Vice-Mayor George provided some updates from Visit Kingsport and the many events they have brought to the area and how much it benefits Kingsport. Mayor Shull mentioned the TCAT program and how it goes hand in hand with programs at Dobyys-Bennett to help young people find a path that fits their interests and abilities. He also commented on the Main Street project noting the continued commitment of the City Manager and the Board to maintain outstanding infrastructure.

**4. Visitors None.**

**XIV. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:12 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



**AGENDA ACTION FORM**

**Public Hearing and Consideration of a Resolution to Annex and Adopt a Plan of Services for the Jan Way Annexation and Consideration of an Ordinance to Amend Zoning**

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

Action Form No.: AF-309-2023  
Work Session: October 2, 2023  
First Reading: October 3, 2023  
Final Adoption: October 17, 2023  
Staff Work By: Ken Weems  
Presentation By: K. Weems

**Recommendation:**

- Hold public hearing
- Approve resolution for the Jan Way Annexation
- Approve ordinance amending the zoning ordinance for the Jan Way Annexation
- Approve resolution adopting a Plan of Services for the Jan Way annexation area

**Executive Summary:**

This is an owner-requested annexation of approximately 3.735 acres located off Jan Way. The proposed zoning for the annexation site is M-1R, Light Manufacturing Restricted District. The purpose of the annexation request is to accommodate expansion of the existing coal storage yard on the property. No public comment has been received on this annexation request. During their September 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on September 18, 2023.

**Attachments:**

1. Notice of Public Hearing
2. Annexation Resolution
3. Zoning Ordinance
4. Plan of Services Resolution
5. Staff Report

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

## NOTICE OF PUBLIC HEARING

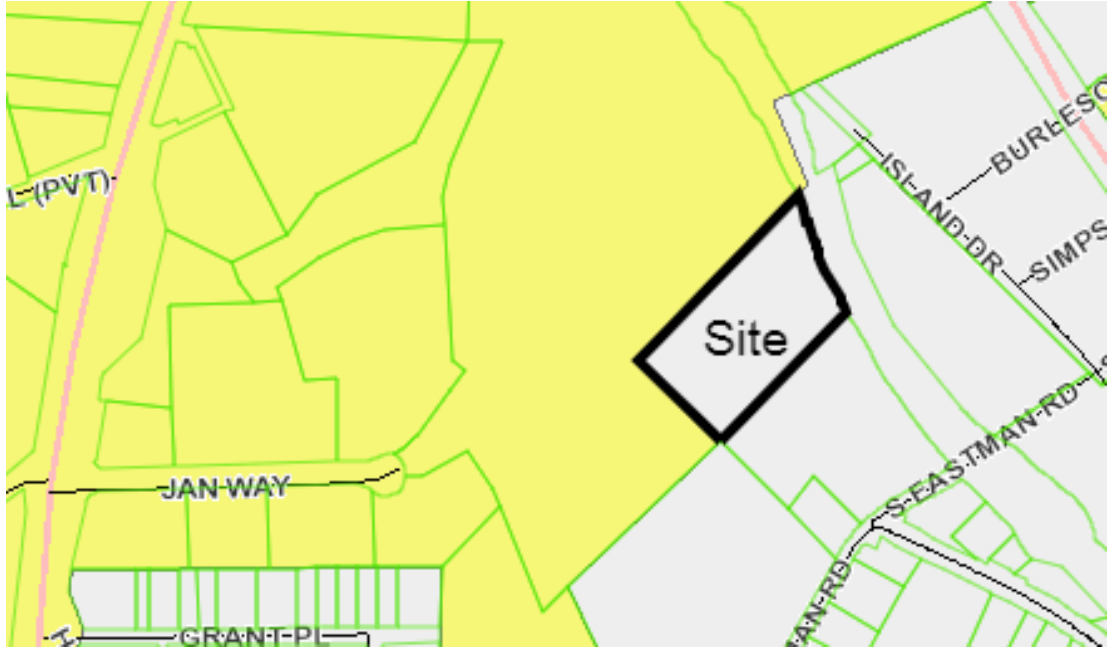
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on October 3, 2023 to consider the annexation, zoning, and plan of services for the property defined as Tax Map 76B Group "A", a portion of Parcel 55.00. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom, located on the third floor of City Hall, at 415 Broad Street, Kingsport, Tennessee.

The property proposed for annexation and rezoning is generally described as follows:

Beginning at an iron rod found in the southwest corner of Lot 1, common corner with Sam Kite and Mark Kincheloe, also common corner with Smokey Mountain Energy, LLC; Thence, along the common line with Smokey Mountain Energy, LLC the following 2 calls, North 47 deg. 20 min. 13 sec. West, 289.66 feet to an iron rod found with cap (BWSC); Thence, North 42 deg. 27 min. 50 sec. East, passing an iron rod found with cap (BWSC) at 529.72 feet, for a total distance of 606.46 feet to a point in the center of the Big Sluice, common corner with Eastman Chemical Company; Thence, leaving the said common line along the common line with Eastman the following 2 calls, South 24 deg. 10 min. 21 sec. East, 211.91 feet to a point; Thence, South 27 deg. 54 min. 37 sec. East, 121.26 feet to a point, common corner with Sam Kite and Mark Kincheloe; Thence, leaving the Big Sluice along the common line with Kite and Kincheloe, passing an iron rod set at 110.00 feet for a total distance of 483.08 feet to the point of Beginning. Containing 162, 703 square feet or 3.735 acres as shown on a survey prepared by Barge Design Solutions bearing file number 37204-00.

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

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9401, ext. 5 or by emailing [ADAContact@KingsportTN.gov](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: 9/18/2023

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

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13<sup>th</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE JAN WAY ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on October 3, 2023, and notice thereof published in the Kingsport Times-News on September 18, 2023; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann. § 6-51-104(a)* the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 3<sup>rd</sup> day of October 2023, as required by *Tenn. Code Ann. § 6-51-102, et seq.*

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is hereby annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

Beginning at an iron rod found in the southwest corner of Lot 1, common corner with Sam Kite and Mark Kincheloe, also common corner with Smokey Mountain Energy, LLC; Thence, along the common line with Smokey Mountain Energy, LLC the following 2 calls, North 47 deg. 20 min. 13 sec. West, 289.66 feet to an iron rod found with cap (BWSC); Thence, North 42 deg. 27 min. 50 sec. East, passing an iron rod found with cap (BWSC) at 529.72 feet, for a total distance of 606.46 feet to a point in the center of the Big Sluice, common corner with Eastman Chemical Company; Thence, leaving the said common line along the common line with Eastman the following 2 calls, South 24 deg. 10 min. 21 sec. East, 211.91 feet to a point; Thence, South 27 deg. 54 min. 37 sec. East, 121.26

feet to a point, common corner with Sam Kite and Mark Kincheloe; Thence, leaving the Big Sluice along the common line with Kite and Kincheloe, passing an iron rod set at 110.00 feet for a total distance of 483.08 feet to the point of Beginning. Containing 162, 703 square feet or 3.735 acres as shown on a survey prepared by Barge Design Solutions bearing file number 37204-00.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 3rd day of October 2023.

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

ATTEST:

\_\_\_\_\_  
LISA WINKLE  
City Recorder

APPROVED AS TO FORM:

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

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

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG JAN WAY FROM COUNTY M-2, HEAVY MANUFACTURING DISTRICT, TO M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Jan Way from County M-2, Heavy Manufacturing District to M-1R, Light Manufacturing Restricted District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Beginning at an iron rod found in the southwest corner of Lot 1, common corner with Sam Kite and Mark Kincheloe, also common corner with Smokey Mountain Energy, LLC; Thence, along the common line with Smokey Mountain Energy, LLC the following 2 calls, North 47 deg. 20 min. 13 sec. West, 289.66 feet to an iron rod found with cap (BWSC); Thence, North 42 deg. 27 min. 50 sec. East, passing an iron rod found with cap (BWSC) at 529.72 feet, for a total distance of 606.46 feet to a point in the center of the Big Sluice, common corner with Eastman Chemical Company; Thence, leaving the said common line along the common line with Eastman the following 2 calls, South 24 deg. 10 min. 21 sec. East, 211.91 feet to a point; Thence, South 27 deg. 54 min. 37 sec. East, 121.26 feet to a point, common corner with Sam Kite and Mark Kincheloe; Thence, leaving the Big Sluice along the common line with Kite and Kincheloe, passing an iron rod set at 110.00 feet for a total distance of 483.08 feet to the point of Beginning. Containing 162, 703 square feet or 3.735 acres as shown on a survey prepared by Barge Design Solutions bearing file number 37204-00.

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

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

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PATRICK W. SHULL  
Mayor

ATTEST:

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Lisa Winkle  
City Recorder

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III  
City Attorney

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



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

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE  
JAN WAY ANNEXATION OF THE CITY OF KINGSPORT,  
TENNESSEE**

WHEREAS, before any territories may be annexed under Tenn. Code Ann. §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Jan Way annexation was submitted to the Kingsport Regional Planning Commission on September 21, 2023, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held October 3, 2023; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of fifteen (15) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on September 18, 2023; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Jan Way Annexation, said area being bounded and further described as follows:

Sullivan County Tax Parcel ID 078 098.24

Beginning at an iron rod found in the southwest corner of Lot 1, common corner with Sam Kite and Mark Kincheloe, also common corner with Smokey Mountain Energy, LLC; Thence, along the common line with Smokey Mountain Energy, LLC the following 2 calls, North 47 deg. 20 min. 13 sec. West, 289.66 feet to an iron rod found with cap (BWSC); Thence, North 42 deg. 27 min. 50 sec. East, passing an iron rod found with cap (BWSC) at 529.72 feet, for a total distance of 606.46 feet to a point in the center of the Big Sluice, common corner with Eastman Chemical Company; Thence, leaving the said common line along the common line with Eastman the following 2 calls, South 24 deg. 10 min. 21 sec. East, 211.91 feet to a point; Thence, South 27 deg. 54 min. 37 sec. East, 121.26 feet to a point, common corner with Sam Kite and Mark Kincheloe; Thence, leaving the Big Sluice along the common line with Kite and Kincheloe, passing an iron rod set at 110.00 feet for a total distance

of 483.08 feet to the point of Beginning. Containing 162, 703 square feet or 3.735 acres as shown on a survey prepared by Barge Design Solutions bearing file number 37204-00.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Jan Way Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

### **Jan Way Annexation Plan of Services**

#### **1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 119 police officers and approximately 43 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 363 mandatory and 54 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo approximately 500 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo approximately 696 hours of field officer training where they will work and be trained by designated training officers.
- E. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs and drug education/awareness

City of Kingsport, Tennessee, Resolution No. ,  
Ref: AF:

programs to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

- F. The Kingsport Police Department currently maintains an approximate 3 minute and 7 second average response time to emergency and urgent calls within the corporate limits.

## **2. Fire Protection**

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

## **3. Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. City of Kingsport water service currently serves the site.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant has been the recipient of the EPA Partnership for Safe Drinking Water award for nine consecutive years.
- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

#### 4. **Electricity**

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

#### 5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer currently serves the site.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 100 sewer lift stations and approximately 550 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant continually invests in improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training

requirements, and the Wastewater Treatment Plant is the recipient of multiple operations excellence awards.

- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

## **6. Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and access to recycling centers will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

## **7. Public Road/Street Construction & Repair**

- A. Emergency and routine maintenance of any future streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation and once constructed and accepted by the City. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing on future City streets will begin on the operative date of annexation and once constructed and accepted on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Future streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.

- D. Routine Right of Way maintenance on any future city streets will also be provided on the effective date of annexation and once constructed and accepted. Tasks include Mowing, Tree Maintenance and Weed Control by certified personnel as needed to respond to routine maintenance requests and emergencies.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

## **8. Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and

Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

## 9. **Street Lighting**

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

## 10. **Zoning Services**

- A. The area will be zoned M-1R (Light Manufacturing Restricted District)
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

## 11. **Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

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**12. Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

**13. Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

**14. Storm Sewers**

Maintenance of existing storm sewer systems within the public ROW is provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

**15. Leaf Removal**

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

**16. Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

**17. Other Services**



All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 3rd day of October 2023.

ATTEST:

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

\_\_\_\_\_  
LISA WINKLE  
City Recorder

APPROVED AS TO FORM:

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

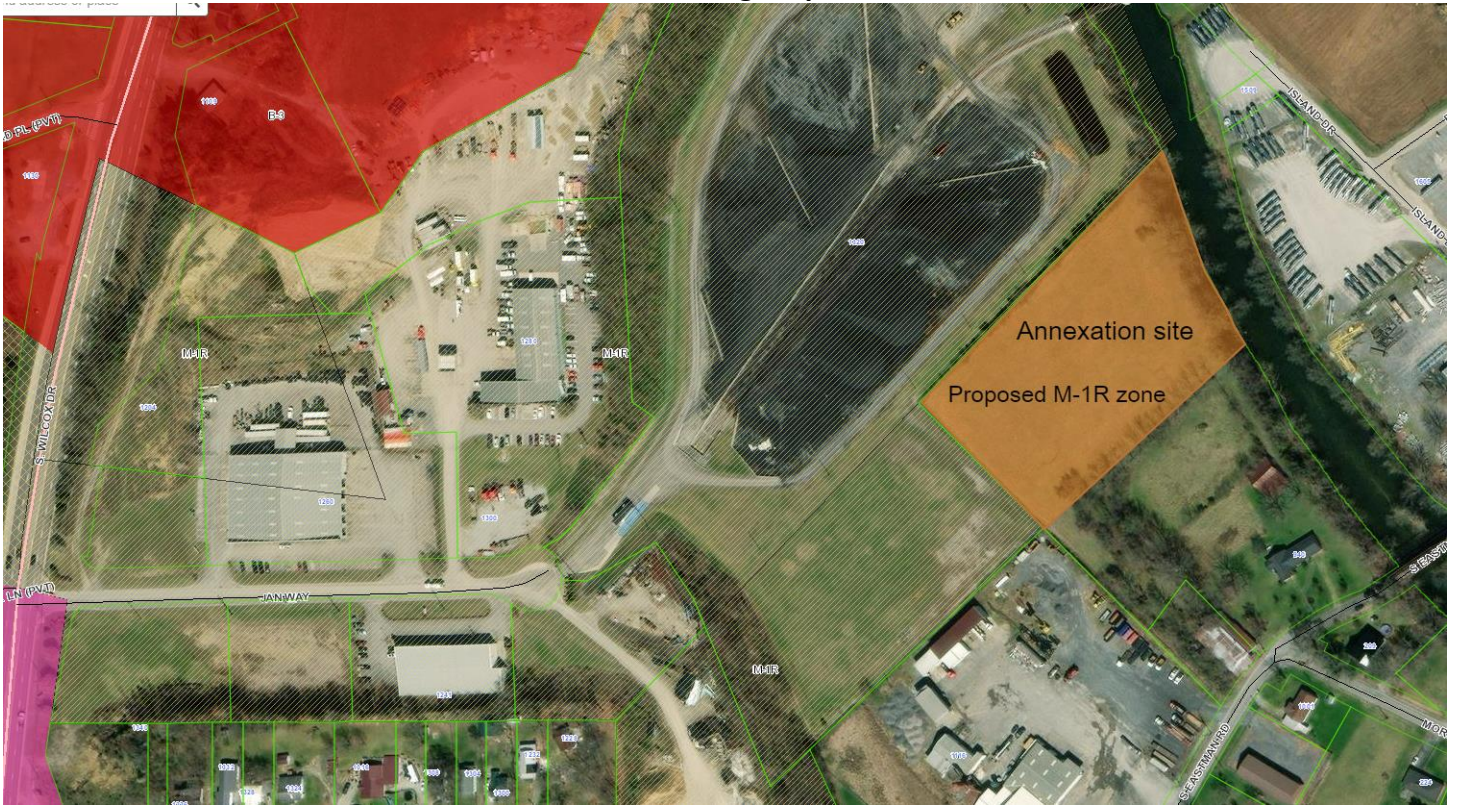


Location Map

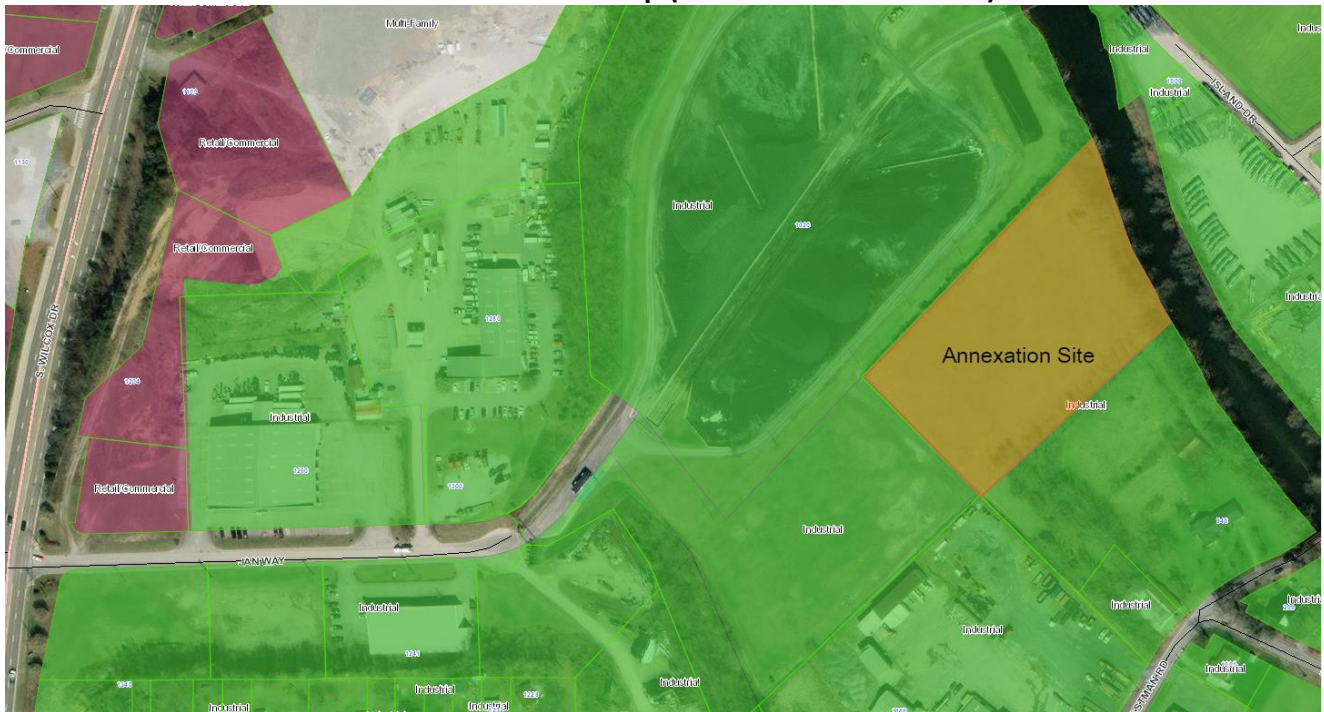




Zoning Map



Future Land Use Map (Industrial Classification)





Aerial



View of Annexation Area (Fenced Area)





**View of Existing Coal Storage on Left and Annexation Site on Right**



**View from Annexation Site, Looking Toward Jan Way**



**Jan Way Annexation  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 119 police officers and approximately 43 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 363 mandatory and 54 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo approximately 500 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo approximately 696 hours of field officer training where they will work and be trained by designated training officers.
- E. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs and drug education/awareness programs to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- F. The Kingsport Police Department currently maintains an approximate 3 minute and 7 second average response time to emergency and urgent calls within the corporate limits.

## 2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

## 3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. City of Kingsport water service currently serves the site.



- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant has been the recipient of the EPA Partnership for Safe Drinking Water award for nine consecutive years.
- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

**4. Electricity**

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

**5. Sanitary Sewer**

- A. City of Kingsport sanitary sewer currently serves the site.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 100 sewer lift stations and approximately 550 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant continually invests in improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements, and the Wastewater Treatment Plant is the recipient of multiple operations excellence awards.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional

Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

## **6. Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and access to recycling centers will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

## **7. Public Road/Street Construction & Repair**

- A. Emergency and routine maintenance of any future streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation and once constructed and accepted by the City. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing on future City streets will begin on the operative date of annexation and once constructed and accepted on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Future streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance on any future city streets will also be provided on the effective date of annexation and once constructed and accepted. Tasks include Mowing, Tree Maintenance and Weed Control by certified personnel as needed to respond to routine maintenance requests and emergencies.

- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

**8. Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

**9. Street Lighting**

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

**10. Zoning Services**

- A. The area will be zoned M-1R, Light Manufacturing Restricted District.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

**11. Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

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The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

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**12. Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

**13. Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

**14. Storm Sewers**

Maintenance of existing storm sewer systems within the public ROW is provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

**15. Leaf Removal**

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

**16. Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

**17. Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

CONCLUSION

*The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Jan Way Annexation based on the following reasons:*

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport already provides services to the properties in this area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve the Tennessee Commission on Aging Grant and Ordinance Appropriating Grant Funds**

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

Action Form No.: AF-303-2023  
Work Session: October 2, 2023  
First Reading: October 3, 2023  
Final Adoption: October 17, 2023  
Staff Work By: Shirley Buchanan  
Presentation By: Michael Borders

**Recommendation:**

Approve the Resolution.  
Approve the Ordinance.

**Executive Summary:**

The Tennessee Commission on Aging has awarded the Kingsport Senior Center two \$8,000 competitive grant awards, one \$8,000 grant for each the main site and the Lynn View site. Each site will use the \$8,000 for developing, creating, and hosting virtual programming for the senior population.

As part of this year’s state budget, the Tennessee General Assembly allocated \$1,000,000 for senior centers across the state and tasked TCAD with developing a competitive process to distribute the funds.

Senior centers are paramount to the quality of life and independence of our aging Tennesseans, so TCAD established criteria to ensure these dollars impact each area of the state – rural and urban.

Following the Commission’s application deadline on August 4, 2023, TCAD received a total of 140 applications representing 89 of Tennessee’s 95 counties. The Kingsport Senior Center main site and the Lynn View site were selected as two of the 125 centers that met the competitive benchmarks.

No matching funds are required for these grants.

**Attachments:**

- 1. Resolution
- 2. Ordinance

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

Item IX1.

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

A RESOLUTION ACCEPTING GRANT FUNDS FROM THE TENNESSEE COMMISSION ON AGING AND DISABILITY FOR THE KINGSPORT SENIOR CENTER AND THE KINGSPORT SENIOR CENTER AT LYNN VIEW COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Tennessee Commission on Aging has awarded the Kingsport Senior Center and the Kingsport Senior Center at Lynn View Community Center an \$8,000.00 competitive grant award and these funds will be utilized for developing, creating, and hosting virtual programming for the senior population; and

WHEREAS, grants were awarded to both locations in the amount of \$8,000.00 each; and

WHEREAS, there is no match required.

Now therefore,

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

SECTION I. That the board accepts the award of both of the \$8,000.00 grants for the Kingsport Senior Center and for the Kingsport Senior Center at Lynn View Community Center from the Tennessee Commission on Aging and Disability.

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 Grant Contract Nos. 31602-24822 and 31602-24823 with the state of Tennessee all other documents necessary and proper to receive grant funds from the Tennessee Commission on Aging and Disability, for the Kingsport Senior Center and Lynn View Community Center.

SECTION III. That the mayor is authorized to execute any and all documents 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 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 3rd day of October, 2023.

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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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund be increased by appropriating an \$8,000 grant from the Tennessee Commission on Aging and Disability to the TCAD Main Site project (NC2407) and an \$8,000 grant from the Tennessee Commission on Aging and Disability to the TCAD Lynn View Site project (NC2408).

**Account Number/Description:**

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

**TCAD Main Site (NC2407)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tool	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

**TCAD Lynn View Site (NC2408)**

**Revenues:**

	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tool	0	8,000	8,000
<b>Total:</b>	<b>0</b>	<b>8,000</b>	<b>8,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_

RODNEY B. ROWLETT III, City Attorney

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

*Item IX1.*



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 10/1/2023	<b>End Date</b> 9/30/2024	<b>Agency Tracking #</b> 31602-24822	<b>Edison ID</b>		
<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 6/30</b>			
<b>Service Caption</b> (one line only) Senior Center Competitive Grants					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY 24	8,000.00				8,000.00
<b>TOTAL:</b>	<b>8,000.00</b>				<b>8,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			Senior Centers across the state submitted proposals for the competitive grant, and the applications were scored. The top one hundred and twenty-five applicants are awarded this grant.		
<input type="checkbox"/> Non-competitive Selection					
<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)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE COMMISSION ON AGING AND DISABILITY  
AND  
CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Commission on Aging and Disability, hereinafter referred to as the "State", "Grantor State Agency", and/or "SUA" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Senior Center Competitive Grants, 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. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Capital projects (building improvements, equipment, etc.);
  - b. Outreach and education;
  - c. Programming/activities; and/or
  - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2024 and October 31, 2024. The reports shall include the following information:
- a. A narrative summary about the impact the grant funding had on the Senior Center and the item(s) purchased;
  - b. Number of unduplicated people served;
  - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
  - d. Financial receipts and descriptions of purchases; and
  - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on October 1, 2023 ("Effective Date") and ending on September 30, 2024 ("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 Eight Thousand Dollars (\$8,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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 Commission on Aging and Disability  
 9<sup>th</sup> Floor Andrew Jackson Bldg.  
 Nashville, TN 37243-0860

- 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 Commission on Aging and Disability.
  - (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.
- 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 thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. 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.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to



terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

James Dunn, Executive Director  
 Tennessee Commission on Aging and Disability  
 9<sup>th</sup> Floor Andrew Jackson Bldg, Nashville, TN 37243-0860  
 james.dunn@tn.gov

Telephone # 615-532-4543  
 FAX # 615-741-3309

The Grantee:

Patrick Shull, Mayor of the City of Kingsport  
 City of Kingsport  
 1200 East Center Street, Kingsport, TN 37660  
[PatShull@KingsportTN.gov](mailto:PatShull@KingsportTN.gov)  
 Telephone # 423-229-9414

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably

necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. 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.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT:**

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**PATRICK SHULL, MAYOR OF THE CITY OF KINGSPORT**

**DATE**

**TENNESSEE COMMISSION ON AGING AND DISABILITY:**



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**JAMES DUNN, EXECUTIVE DIRECTOR**

**DATE**

**ATTACHMENT A**  
**Page 1**

<b>GRANT BUDGET</b>				
SENIOR CENTER COMPETITIVE GRANT				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
<b>BEGIN: 10/1/2023</b>			<b>END: 9/30/2024</b>	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	8,000.00	0.00	8,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>8,000.00</b>	<b>0.00</b>	<b>8,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT A**  
**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$8,000.00
<b>TOTAL</b>	<b>\$8,000.00</b>



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 10/1/2023	<b>End Date</b> 9/30/2024	<b>Agency Tracking #</b> 31602-24823	<b>Edison ID</b>		
<b>Grantee Legal Entity Name</b> City of Kingsport – Lynn View			<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 6/30</b>			
<b>Service Caption</b> (one line only) Senior Center Competitive Grants					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY 24	8,000.00				8,000.00
<b>TOTAL:</b>	<b>8,000.00</b>				<b>8,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			Senior Centers across the state submitted proposals for the competitive grant, and the applications were scored. The top one hundred and twenty-five applicants are awarded this grant.		
<input type="checkbox"/> Non-competitive Selection					
<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)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE COMMISSION ON AGING AND DISABILITY  
AND  
CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Commission on Aging and Disability, hereinafter referred to as the "State", "Grantor State Agency", and/or "SUA" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of Senior Center Competitive Grants, 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. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Capital projects (building improvements, equipment, etc.);
  - b. Outreach and education;
  - c. Programming/activities; and/or
  - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2024 and October 31, 2024. The reports shall include the following information:
- a. A narrative summary about the impact the grant funding had on the Senior Center and the item(s) purchased;
  - b. Number of unduplicated people served;
  - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
  - d. Financial receipts and descriptions of purchases; and
  - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on October 1, 2023 ("Effective Date") and ending on September 30, 2024 ("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 Eight Thousand Dollars (\$8,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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 Commission on Aging and Disability  
 9<sup>th</sup> Floor Andrew Jackson Bldg.  
 Nashville, TN 37243-0860

- 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 Commission on Aging and Disability.
  - (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.
- 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 thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. 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.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to



terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

James Dunn, Executive Director  
Tennessee Commission on Aging and Disability  
9<sup>th</sup> Floor Andrew Jackson Bldg, Nashville, TN 37243-0860  
james.dunn@tn.gov

Telephone # 615-532-4543  
 FAX # 615-741-3309

The Grantee:

Patrick Shull, Mayor of the City of Kingsport  
 City of Kingsport  
 1200 East Center Street, Kingsport, TN 37660  
[PatShull@KingsportTN.gov](mailto:PatShull@KingsportTN.gov)  
 Telephone # 423-229-9414

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably

necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. 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.

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT:**

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**PATRICK SHULL, MAYOR OF THE CITY OF KINGSPORT**

**DATE**

**TENNESSEE COMMISSION ON AGING AND DISABILITY:**



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**JAMES DUNN, EXECUTIVE DIRECTOR**

**DATE**

**ATTACHMENT A**  
**Page 1**

<b>GRANT BUDGET</b>				
SENIOR CENTER COMPETITIVE GRANT				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
BEGIN: 10/1/2023		END: 9/30/2024		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	8,000.00	0.00	8,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>8,000.00</b>	<b>0.00</b>	<b>8,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT A**  
**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$8,000.00
<b>TOTAL</b>	<b>\$8,000.00</b>



ORDINANCE NO.

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

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

SECTION I. That the General Fund budget be amended by \$150,000 by reducing the Direct Appropriation line (110-0000-332.57-00) from the original budget of \$1,050,000 to \$900,000 for the direct subsidy of School Resource Officers for the FY23-24 School year. Police Patrol lines and are being transferred to the To Gen Proj-Special Rev line (110-4804-481.70-35) to set up the SRO Reimbursement project (NC2409) in the amount of \$900,000.

SECTION II. That the General Projects-Special Revenue Fund be amended by appropriating \$900,000 from the General Fund to the SRO Reimbursement project (NC2409).

SECTION III. That the General Projects Fund be amended by transferring \$3,375 from the BMP Fox Habitat project (GP2216) to the Bays Mtn Exhibits project (GP2206). Close GP2216.

SECTION IV. That the Regional Sales Tax Fund budget be amended by increasing \$850,000 to the From Fund Balance line (130-0000-392-01-00) and by increasing the To Aquatic Center Fund line (130-4804-481.70-3900 by \$385,000 and the To Cattails @ Meadowview line (130-4804-481.70-27) by \$465,000.

SECTION V. That the Aquatic Center Fund be amended by increasing the From Regional Sales Tax line (419-0000-391.25-00) by \$385,000 and the Aquatics Project Fund line (419-6996-696.76-09) by \$385,000.

SECTION VI. That the Cattails Golf Course Fund be amended by increasing the From Regional Sales Tax line (421-0000-391.25-00) by \$465,000 and the Cattails Project Fund line (421-6996-696.76-06) by \$465,000.

SECTION VII. That the Cattails Project Fund be amended by transferring \$959 from the Cattails Imp project (CG1800) and \$28,580 from the Pro Shop Improv project (CG2001) for a total of \$29,539 to the Cattails Pump Station project (CG2400), and by appropriating \$465,000 from the Cattails Golf Course Fund to the Cattails Pump Station project (CG2400) in the amount of \$320,461 and to the Cattails Miscellaneous project (CG2401) in the amount of \$144,539. Close CG1800 and CG2001.

SECTION VIII. That the Aquatic Project Fund be amended by transferring \$72,109 from the Aquatic New Pool Addition project (AQ1800) to the KAC Starting Blocks project (AQ2400), by transferring \$2,650 from the Lazy River Maintenance project (AQ1801) to the KAC Miscellaneous project (AQ2403), and by appropriating \$385,000 from the Aquatic Center Fund to the KAC Starting Blocks project (AQ2400) in the amount of \$55,891, to the KAC Lazy River project (AQ2401) in the amount of \$85,000, to the KAC Slide Re-Gel project (AQ2402) in the amount of \$100,000, and to the KAC Miscellaneous project (AQ2403) in the amount of \$144,109. Close AQ1800 and AQ1801.

SECTION IX. That the Water Project Fund be amended by transferring \$300,000 from the AMI Meter Purchase project (WA2306) and \$21,259 from the WA Valve Loc & Assessment project (WA2307) for a total of \$321,259 to the Water Line Improvement project (WA2300).

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
110-0000-332.57-00 Direct Appropriation	1,050,000	(150,000)	900,000
<b>Total:</b>	<b>1,050,000</b>	<b>(150,000)</b>	<b>900,000</b>

**Expenditures:**

	\$	\$	\$
110-3030-443.10-10 Salaries & Wages	4,698,050	(475,500)	4,222,550
110-3030-443.10-20 Social Security	366,450	(37,000)	329,450
110-3030-443.10-30 Group Health Insurance	691,130	(131,500)	559,630
110-3030-443.10-42 TCRS Hybrid Retirement	291,300	(46,500)	244,800
110-3030-443.10-50 Life Insurance	9,090	(1,000)	8,090
110-3030-443.10-52 Long Term Disability Ins	6,340	(500)	5,840
110-3030-443.10-60 Workmen's Compensation	72,400	(7,500)	64,900
110-3030-443.10-61 Unemployment Insurance	3,960	(500)	3,460
110-3030-443.20-99 Miscellaneous	400,000	(350,000)	50,000
110-4804-481.70-35 To Gen Proj-Special Rev	755,000	900,000	1,655,000
<b>Total:</b>	<b>7,293,720</b>	<b>(150,000)</b>	<b>7,143,720</b>

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

**Account Number/Description:**

**SRO Reimbursement (NC2409)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-391.01-00 From General Fund	0	900,000	900,000
<b>Total:</b>	<b>0</b>	<b>900,000</b>	<b>900,000</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	0	375,500	375,500
111-0000-601.10-20 Social Security	0	27,000	27,000
111-0000-601.10-30 Group Health Insurance	0	111,500	111,500
111-0000-601.10-42 TCRS Hybrid Retirement	0	28,500	28,500
111-0000-601.10-50 Life Insurance	0	1,000	1,000
111-0000-601.10-52 Long Term Disability Ins	0	500	500
111-0000-601.10-60 Workmen's Compensation	0	5,500	5,500
111-0000-601.10-61 Unemployment Insurance	0	500	500
111-0000-601.20-99 Miscellaneous	0	350,000	350,000
<b>Total:</b>	<b>0</b>	<b>900,000</b>	<b>900,000</b>

**General Project Fund: 311**  
**Account Number/Description:**  
**Fox Habitat (GP2216)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
311-0000-391.62-00 Bays Mtn Park Comm Fund	3,375	(3,375)	0
<b>Total:</b>	<b>3,375</b>	<b>(3,375)</b>	<b>0</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.90-03 Improvements	3,375	(3,375)	0
<b>Total:</b>	<b>3,375</b>	<b>(3,375)</b>	<b>0</b>

**Bays Mtn Exhibits (GP2206)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-69 GO Bonds Series 2021	345,188	0	345,188
311-0000-368.21-01 Premium From Bond Sale	33,901	0	33,901
311-0000-391.01-00 From General Fund	3,591	0	3,591
311-0000-391.62-00 Bays Mtn Park Comm Fund	0	3,375	3,375
<b>Total:</b>	<b>382,680</b>	<b>3,375</b>	<b>386,055</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	5,050	0	5,050
311-0000-601.40-41 Bond Sale Expense	4,089	0	4,089
311-0000-601.90-03 Improvements	373,541	3,375	376,916
<b>Total:</b>	<b>382,680</b>	<b>3,375</b>	<b>386,055</b>

**Regional Sales Tax Fund: 130**

**Account Number/Description:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b>Revenues:</b>	\$	\$	\$
130-0000-313.11-00 Conference Center	5,000,000	0	5,000,000
130-0000-392.01-00 Fund Bal Appropriations	0	850,000	850,000
<b>Total:</b>	<b>5,000,000</b>	<b>850,000</b>	<b>5,850,000</b>

<b>Expenditures:</b>	\$	\$	\$
130-4804-481.70-26 To Meadowview Fund	2,250,000	0	2,250,000
130-4804-481.70-27 To Cattails @ Meadowview	250,000	465,000	715,000
130-4804-481.70-39 Aquatic Center Fund	2,500,000	385,000	2,885,000
<b>Total:</b>	<b>5,000,000</b>	<b>850,000</b>	<b>5,850,000</b>

**Aquatic Center Fund: 419**

**Account Number/Description:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
419-0000-391.25-00 From Regional Sales Tax	2,500,000	385,000	2,885,000
<b>Total:</b>	<b>2,500,000</b>	<b>385,000</b>	<b>2,885,000</b>

**Expenditures:**

	\$	\$	\$
419-6996-696.76-09 Aquatics Project Fund	0	385,000	385,000
<b>Total:</b>	<b>0</b>	<b>385,000</b>	<b>385,000</b>

**Cattails Golf Course Fund: 421**

**Account Number/Description:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
421-0000-391.25-00 From Regional Sales Tax	250,000	465,000	715,000
<b>Total:</b>	<b>250,000</b>	<b>465,000</b>	<b>715,000</b>

**Expenditures:**

	\$	\$	\$
421-6996-696.76-06 Cattails Project Fund	0	465,000	465,000
<b>Total:</b>	<b>0</b>	<b>465,000</b>	<b>465,000</b>

**Account Number/Description:**

**Cattails Project Fund: 453**

**Cattails Imp (CG1800)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
453-0000-391.58-00 From Cattails Fund	30,000	(959)	29,041
<b>Total:</b>	<b>30,000</b>	<b>(959)</b>	<b>29,041</b>

**Expenditures:**

	\$	\$	\$
453-0000-601.90-03 Improvements	30,000	(959)	29,041
<b>Total:</b>	<b>30,000</b>	<b>(959)</b>	<b>29,041</b>

**Cattails Imp (CG2001)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
453-0000-391.05-56 Series 2019 GO Improvment	60,000	(28,580)	31,420
<b>Total:</b>	<b>60,000</b>	<b>(28,580)</b>	<b>31,420</b>

**Expenditures:**

	\$	\$	\$
453-0000-601.90-03 Improvements	60,000	(28,580)	31,420
<b>Total:</b>	<b>60,000</b>	<b>(28,580)</b>	<b>31,420</b>



**Cattails Pump Station (CG2400)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
453-0000-391.05-56 Series 2019 GO Improvement	0	28,580	28,580
453-0000-391.58-00 From Cattails Fund	0	321,420	321,420
<b>Total:</b>	<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Expenditures:**

453-0000-601.90-03 Improvements	\$ 0	\$ 350,000	\$ 350,000
<b>Total:</b>	<b>0</b>	<b>350,000</b>	<b>350,000</b>

**Cattails Miscellaneous (CG2401)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
453-0000-391.58-00 From Cattails Fund	0	144,359	144,359
<b>Total:</b>	<b>0</b>	<b>144,359</b>	<b>144,359</b>

**Expenditures:**

453-0000-601.90-03 Improvements	\$ 0	\$ 144,359	\$ 144,359
<b>Total:</b>	<b>0</b>	<b>144,359</b>	<b>144,359</b>

**Account Number/Description:**

**Aquatics Project Fund: 459**

**Aquatic New Pool Addition (AQ1800)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
459-0000-391.05-46 Series 2017 A GO Bonds	170,000	0	170,000
459-0000-391.05-49 GO Bonds Series 2018 C	2,331,740	(72,109)	2,259,631
<b>Total:</b>	<b>2,501,740</b>	<b>(72,109)</b>	<b>2,429,631</b>

**Expenditures:**

459-0000-629.20-23 Arch/Eng/Landscaping Serv	\$ 215,000	\$ (4,745)	\$ 210,255
459-0000-629.30-20 Operating Supplies & Tool	75,000	(63,265)	11,735
459-0000-629.90-03 Improvements	2,211,740	(4,099)	2,207,641
<b>Total:</b>	<b>2,501,740</b>	<b>(72,109)</b>	<b>2,429,631</b>

**Lazy River Maintenance (AQ1801)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	45,000	(2,650)	42,350
<b>Total:</b>	<b>45,000</b>	<b>(2,650)</b>	<b>42,350</b>

**Expenditures:**

459-0000-629.20-55 Repairs & Maintenance	\$ 45,000	\$ (2,650)	\$ 42,350
<b>Total:</b>	<b>45,000</b>	<b>(2,650)</b>	<b>42,350</b>

**KAC Starting Blocks (AQ2400)**

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

**Expenditures:**

459-0000-629.90-03 Improvements	\$	\$	\$
	0	128,000	128,000
<b>Total:</b>	<b>0</b>	<b>128,000</b>	<b>128,000</b>

**KAC Lazy River (AQ2401)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	0	85,000	85,000
<b>Total:</b>	<b>0</b>	<b>85,000</b>	<b>85,000</b>

**Expenditures:**

459-0000-629.90-03 Improvements	\$	\$	\$
	0	85,000	85,000
<b>Total:</b>	<b>0</b>	<b>85,000</b>	<b>85,000</b>

**KAC Slide Re-Gel (AQ2402)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**Expenditures:**

459-0000-629.90-03 Improvements	\$	\$	\$
	0	100,000	100,000
<b>Total:</b>	<b>0</b>	<b>100,000</b>	<b>100,000</b>

**KAC Miscellaneous (AQ2403)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
459-0000-391.37-00 From Aquatic Center	0	146,759	146,759
<b>Total:</b>	<b>0</b>	<b>146,759</b>	<b>146,759</b>

**Expenditures:**

459-0000-629.90-03 Improvements	\$	\$	\$
	0	146,759	146,759
<b>Total:</b>	<b>0</b>	<b>146,759</b>	<b>146,759</b>

**Account Number/Description:**

**Water Project Fund: 451**

**AMI Meter Purchase (WA2306)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	2,000,000	0	2,000,000
451-0000-391.05-56 Series 2019 GO Improve	300,000	(300,000)	0
451-0000-391.05-72 GO Bonds Series 2023	300,000	0	300,000
<b>Total:</b>	<b>2,600,000</b>	<b>(300,000)</b>	<b>2,300,000</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-04 Equipment	2,600,000	(300,000)	2,300,000
<b>Total:</b>	<b>2,600,000</b>	<b>(300,000)</b>	<b>2,300,000</b>

**Wa Valve Loc & Assessment (WA2307)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	750,000	0	750,000
451-0000-391.05-56 Series 2019 GO Improve	112,500	(21,259)	91,241
451-0000-391.05-72 GO Bonds Series 2023	100,000	0	100,000
<b>Total:</b>	<b>962,500</b>	<b>(21,259)</b>	<b>941,241</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-03 Improvements	962,500	(21,259)	941,241
<b>Total:</b>	<b>962,500</b>	<b>(21,259)</b>	<b>941,241</b>

**Water Line Imp (WA2300)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-56 Series 2019 GO Improve	0	321,259	321,259
451-0000-391.45-00 From Water Fund	819,878	0	819,878
<b>Total:</b>	<b>819,878</b>	<b>321,259</b>	<b>1,141,137</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.90-01 Land	5,000	0	5,000
451-0000-605.90-21 New Dist Lines	20,000	0	20,000
451-0000-605.90-22 Hydrants	50,000	0	50,000
451-0000-605.90-23 New Meters	100,000	99,600	199,600
451-0000-605.90-24 Replacement Meters	150,000	160,600	310,600
451-0000-605.90-25 Replacement Dist Lines	494,878	61,059	555,937
<b>Total:</b>	<b>819,878</b>	<b>321,259</b>	<b>1,141,137</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for Various Funds in FY24**

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

Action Form No.: AF-268-2023  
 Work Session: September 18, 2023  
 First Reading: September 19, 2023  
 Final Adoption: **October 3, 2023**  
 Staff Work By: Lisa Winkle/John Morris  
 Presentation By: Chris McCartt

**Recommendation:**

Approve the Ordinance

**Executive Summary:**

The General Project Fund is being amended by appropriating net bond proceeds to the following projects:

- D-B Dome (GP2401): \$21,000,000
- Justice Center (GP2402): \$13,400,000
- Library (GP2300): \$4,401,157
- West End Greenbelt Extension (GP1927): \$375,000
- Pedestrian Bridge (GP2108): \$700,000
- Public Works Facilities (GP2207): \$925,000
- Bridge Improvements (GP2403): \$600,000

The Water Project Fund is being amended by appropriating bond proceeds to the following projects:

- Distribution Sys Upg (WA2403): \$2,000,000
- Horse Creek Area (WA2404): \$500,000
- Mem Blvd Water Relocate (WA2405): \$3,300,000
- Watauga St Water Imp (WA2406): \$1,000,000
- Water Tank Rehab (WA2407): \$1,000,000
- Plant & Distribution Master Plan (WA2409): \$501,860
- Fieldcrest Annexation (WA2408): \$1,200,000
- AMI Meter Purchase (WA2306): \$300,000
- Wa Valve Loc & Assessment (WA2307); \$100,000

The Sewer Project Fund is being amended by appropriating bond proceeds to the following projects:

- Collection System Upgrades (SW2206): \$1,000,000
- Watauga St Sewer Imp (SW2406): \$1,500,000
- Mem Blvd Sewer Relocate (SW2405): \$4,200,000
- WWTP Electrical Imp (SW2407): \$2,401,660
- Fieldcrest Annexation (SW2408): \$2,500,000

**Attachments:**

1. Ordinance

Item X1.

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2023; FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

WHEREAS, on June 20, 2023, the Board of Mayor and Aldermen (the "Board") of the City of Kingsport, Sullivan and Hawkins Counties, Tennessee (the "Municipality"), adopted Resolution No. 2023-300 to issue General Obligation Public Improvement Bond Series 2023 not to exceed \$63,500,000, to Provide Funding for Certain Public Works Projects and to Fund the Incidental and Necessary Expenses Related Thereto" (the "Initial Resolution"), authorizing and directing, among other things, the issuance by the Municipality of its general obligation public improvement bonds for the purpose of financing a portion of the costs of certain community improvement projects, consisting of the construction, improvement and renovation of public school facilities; acquisition, construction, renovation, improvement and equipping of public buildings and infrastructure within the Municipality, including the justice center, the library, the greenbelt, municipal bridges, pedestrian bridge, public works convenient center, and public works facility design work; construction, expansion and improvement of the Municipality's water system; construction, expansion and improvement of the Municipality's sewer system; acquisition of all property real and personal, appurtenant thereto or connected with such work; and to pay legal, fiscal, administrative, and engineering costs (collectively, the "Project"); to reimburse the Municipality for the costs of any of the above projects, to pay capitalized interest, and to pay costs incident to the issuance and sale of the Bonds;

Section I. That the General Project Fund be amended by appropriating G.O. Public Improvement Bond Series 2023 to fund the DB Dome Replacement project (GP2401) in the amount of \$21,217,279, the Justice Center Expansion project (GP2402) in the amount of \$13,538,644, the Library Renovations project (GP2300) in the amount of \$4,446,694, the West End Greenbelt Extension project (GP1927) in the amount of \$378,800, the Pedestrian Bridge project (GP2108) in the amount of \$707,243, the PW Facilities project (GP2207) in the amount of \$934,570, and the Bridge Improvements project (GP2403) in the amount of \$606,208.

Section II. That the Water Project Fund be amended by appropriating \$9,901,860 in G.O. Public Improvement Bond Series 2023 to the Water Fund for transfer to the Memorial Blvd Water Line Relocation project (WA2405) in the amount of \$3,300,000, the Distribution System Upgrades project (WA2403) in the amount of \$2,000,000, the Fieldcrest Annexation project (WA2408) in the amount of \$1,200,000, the Watauga St Water Improvements project (WA2406) in the amount of \$1,000,000, the Water Tank Rehab project (WA2407) in the amount of \$1,000,000, the Horse Creek Area Upgrades project (WA2404) in the amount of \$500,000, the Plant and Distribution System Mater Plan project (WA2409) in the amount of \$501,860, the AMI Water Meter Replacement project (WA2306) in the amount of \$300,000, and the Water Valve Location & Assessment project (WA2307) in the amount of \$100,000.

Section III. That the Sewer Project Fund be amended by appropriating \$11,601,660 G.O. Public Improvement Bond Series 2023 to the Sewer Fund for transfer to the Memorial Blvd Sewer Line Relocation project (SW2405) in the amount of \$4,200,000, the Fieldcrest Annexation project (SW2408) in the amount of \$2,500,000, the WWTP Electrical Improvements project (SW2407) in the amount of \$2,401,913, the Watauga St Sewer Improvements project (SW2406) in the amount

of \$1,500,000, the Sewer Collection System Upgrade project (SW2206) in the amount of \$1,000,000.

**Account Number/Description:**

**General Project Fund: 311**

**DB Dome Replacement (GP2401)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	0	20,679,857	20,679,857
311-0000-368.21-01 Premium From Bond Sale	0	537,422	537,422
<b>Total:</b>	<b>0</b>	<b>21,217,279</b>	<b>21,217,279</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	21,000,000	21,000,000
311-0000-601.40-41 Bond Sale Expense	0	217,279	217,279
<b>Total:</b>	<b>0</b>	<b>21,217,279</b>	<b>21,217,279</b>

**Justice Center Expansion (GP2402)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	0	13,195,718	13,195,718
311-0000-368.21-01 Premium From Bond Sale	0	342,926	342,926
<b>Total:</b>	<b>0</b>	<b>13,538,644</b>	<b>13,538,644</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	13,400,000	13,400,000
311-0000-601.40-41 Bond Sale Expense	0	138,644	138,644
<b>Total:</b>	<b>0</b>	<b>13,538,644</b>	<b>13,538,644</b>

**Library Renovations (GP2300)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	1,478,444	0	1,478,444
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	0	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	236,000	0	236,000
311-0000-368.10-72 GO Bonds Series 2023	0	4,334,062	4,334,062
311-0000-368.21-01 Premium From Bond Sale	0	112,632	112,632
<b>Total:</b>	<b>1,778,444</b>	<b>4,446,694</b>	<b>6,225,138</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	1,532,044	4,401,157	5,933,201
311-0000-601.20-23 Arch/Eng/Landscaping Fee	246,400	0	246,400
311-0000-601.40-41 Bond Sale Expense	0	45,537	45,537
<b>Total:</b>	<b>1,778,444</b>	<b>4,446,694</b>	<b>6,225,138</b>

**West End Greenbelt Ext (GP1927)**

	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>New Budget</b>
<b>Revenues:</b>	\$	\$	\$
311-0000-337.90-10 FTA/TN Section 5303 80%	835,200	0	835,200
311-0000-361.22-00 Int LGIP	35	0	35
311-0000-364.20-00 From Corporations	6,640	0	6,640
311-0000-368.10-40 Series 2011 GO Pub Imp	301	0	301
311-0000-368.10-54 Series 2016 GO (Nov 4)	2,180	0	2,180
311-0000-368.10-72 GO Bonds Series 2023	0	369,283	369,283
311-0000-368.21-01 Premium From Bond Sale	0	9,597	9,597
311-0000-391.01-00 From General Fund	22,510	0	22,510
<b>Total:</b>	<b>866,866</b>	<b>378,880</b>	<b>1,245,746</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts	0	375,000	375,000
311-0000-601.20-23 Arch/Eng/Landscaping Serv	200,000	0	200,000
311-0000-601.40-41 Bond Sale Expense	0	3,880	3,880
311-0000-601.90-01 Land	115,200	0	115,200
311-0000-601.90-03 Improvements	551,666	0	551,666
<b>Total:</b>	<b>866,866</b>	<b>378,880</b>	<b>1,245,746</b>

**Pedestrian Bridge (GP2108)**

	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>New Budget</b>
<b>Revenues:</b>	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	0	0
311-0000-368.10-66 Series 2019 GO Improvment	64,145	0	64,145
311-0000-368.10-72 GO Bonds Series 2023	0	689,329	689,329
311-0000-368.21-01 Premium From Bond Sale	10,855	17,914	28,769
311-0000-391.01-00 From General Fund	7,000	0	7,000
<b>Total:</b>	<b>82,000</b>	<b>707,243</b>	<b>789,243</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts	0	700,000	700,000
311-0000-601.40-41 Bond Sale Expense	0	7,243	7,243
311-0000-601.90-03 Improvements	82,000	0	82,000
<b>Total:</b>	<b>82,000</b>	<b>707,243</b>	<b>789,243</b>

**PW Facilities (GP2207)**

	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>New Budget</b>
<b>Revenues:</b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	27,555	0	27,555
311-0000-368.10-69 GO Bonds Series 2021	276,150	0	276,150
311-0000-368.10-72 GO Bonds Series 2023	0	910,898	910,898
311-0000-368.21-01 Premium From Bond Sale	27,121	23,672	50,793
<b>Total:</b>	<b>330,826</b>	<b>934,570</b>	<b>1,265,396</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts	0	925,000	925,000
311-0000-601.40-41 Bond Sale Expense	3,271	9,570	12,841
311-0000-601.90-01 Land	75,641	0	75,641
311-0000-601.90-03 Improvements	251,914	0	251,914
<b>Total:</b>	<b>330,826</b>	<b>934,570</b>	<b>1,265,396</b>



**Bridge Improvements (GP2403)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-72 GO Bonds Series 2023	0	590,853	590,853
311-0000-368.21-01 Premium From Bond Sale	0	15,355	15,355
<b>Total:</b>	<b>0</b>	<b>606,208</b>	<b>606,208</b>

**Expenditures:**

311-0000-601.20-22 Construction Contracts	0	600,000	600,000
311-0000-601.40-41 Bond Sale Expense	0	6,208	6,208
<b>Total:</b>	<b>0</b>	<b>606,208</b>	<b>606,208</b>

**Account Number/Description:**

**Water Fund: 411**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
411-0000-392.99-36 GO Bonds Series 2023	0	9,901,860	9,901,860
<b>Total:</b>	<b>0</b>	<b>9,901,860</b>	<b>9,901,860</b>

**Expenditures:**

411-6999-698.78-72 GO Bonds Series 2023	0	9,901,860	9,901,860
<b>Total:</b>	<b>0</b>	<b>9,901,860</b>	<b>9,901,860</b>

**Account Number/Description:**

**Water Project Fund: 451**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	3,300,000	3,300,000
<b>Total:</b>	<b>0</b>	<b>3,300,000</b>	<b>3,300,000</b>

**Expenditures:**

451-0000-601.90-03 Improvements	0	3,300,000	3,300,000
<b>Total:</b>	<b>0</b>	<b>3,300,000</b>	<b>3,300,000</b>

**Distribution System Upgrades (WA2403)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	2,000,000	2,000,000
<b>Total:</b>	<b>0</b>	<b>2,000,000</b>	<b>2,000,000</b>

**Expenditures:**

451-0000-601.90-03 Improvements	0	2,000,000	2,000,000
<b>Total:</b>	<b>0</b>	<b>2,000,000</b>	<b>2,000,000</b>

<b><u>Fieldcrest Annexation (WA2408)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	1,200,000	1,200,000
<b>Total:</b>	<b>0</b>	<b>1,200,000</b>	<b>1,200,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-601.90-03 Improvements	0	1,200,000	1,200,000
<b>Total:</b>	<b>0</b>	<b>1,200,000</b>	<b>1,200,000</b>

<b><u>Watauga St Water Improvements (WA2406)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-601.90-03 Improvements	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

<b><u>Water Tank Rehab (WA2407)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-601.90-03 Improvements	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

<b><u>Horse Creek Area Upgrades (WA2404)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	500,000	500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-601.90-03 Improvements	0	500,000	500,000
<b>Total:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>

<b><u>Plant &amp; Distribution Sys Master Plan (WA2409)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-72 GO Bonds Series 2023	0	501,860	501,860
<b>Total:</b>	<b>0</b>	<b>501,860</b>	<b>501,860</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-601.90-03 Improvements	0	501,860	501,860
<b>Total:</b>	<b>0</b>	<b>501,860</b>	<b>501,860</b>

**AMI Meter Purchase (WA2306)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	2,000,000	0	2,000,000
451-0000-391.05-56 Series 2019 GO Improve	300,000	0	300,000
451-0000-391.05-72 GO Bonds Series 2023	0	300,000	300,000
<b>Total:</b>	<b>2,300,000</b>	<b>300,000</b>	<b>2,600,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.90-04 Equipment	2,300,000	300,000	2,600,000
<b>Total:</b>	<b>2,300,000</b>	<b>300,000</b>	<b>2,600,000</b>

**Wa Valve Loc & Assessment (WA2307)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-337.16-23 American Rescue Plan	750,000	0	750,000
451-0000-391.05-56 Series 2019 GO Improve	112,500	0	112,500
451-0000-391.05-72 GO Bonds Series 2023	0	100,000	100,000
<b>Total:</b>	<b>862,500</b>	<b>100,000</b>	<b>962,500</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.90-03 Improvements	862,500	100,000	962,500
<b>Total:</b>	<b>862,500</b>	<b>100,000</b>	<b>962,500</b>

**Account Number/Description:**

**Sewer Fund: 412**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
412-0000-392.99-36 GO Bonds Series 2023	0	11,601,660	11,601,660
<b>Total:</b>	<b>0</b>	<b>11,601,660</b>	<b>11,601,660</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
412-6999-698.78-72 GO Bonds Series 2023	0	11,601,660	11,601,660
<b>Total:</b>	<b>0</b>	<b>11,601,660</b>	<b>11,601,660</b>

**Account Number/Description:**

**Sewer Project Fund: 452**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Memorial Blvd Sewer Line Relocation (SW2405)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391.05-72 GO Bonds Series 2023	0	4,200,000	4,200,000
<b>Total:</b>	<b>0</b>	<b>4,200,000</b>	<b>4,200,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-601.90-03 Improvements	0	4,200,000	4,200,000
<b>Total:</b>	<b>0</b>	<b>4,200,000</b>	<b>4,200,000</b>

<b><u>Fieldcrest Annexation (SW2408)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
452-0000-391.05-72 GO Bonds Series 2023	\$ 0	\$ 2,500,000	\$ 2,500,000
<b>Total:</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

<b><u>Expenditures:</u></b>			
452-0000-601.90-03 Improvements	\$ 0	\$ 2,500,000	\$ 2,500,000
<b>Total:</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>

<b><u>WWTP Electrical Improvements (SW2407)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
452-0000-391.05-72 GO Bonds Series 2023	\$ 0	\$ 2,401,660	\$ 2,401,660
<b>Total:</b>	<b>0</b>	<b>2,401,660</b>	<b>2,401,660</b>

<b><u>Expenditures:</u></b>			
452-0000-601.90-03 Improvements	\$ 0	\$ 2,401,660	\$ 2,401,660
<b>Total:</b>	<b>0</b>	<b>2,401,660</b>	<b>2,401,660</b>

<b><u>Watauga St Sewer Improvements (SW2406)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
452-0000-391.05-72 GO Bonds Series 2023	\$ 0	\$ 1,500,000	\$ 1,500,000
<b>Total:</b>	<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

<b><u>Expenditures:</u></b>			
452-0000-601.90-03 Improvements	\$ 0	\$ 1,500,000	\$ 1,500,000
<b>Total:</b>	<b>0</b>	<b>1,500,000</b>	<b>1,500,000</b>

<b><u>Sewer Collection System Upgrades (SW2206)</u></b>			
	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>			
452-0000-391.05-69 GO Bonds Series 2021	\$ 600,000	\$ 0	\$ 600,000
452-0000-391.05-72 GO Bonds Series 2023	0	1,000,000	1,000,000
<b>Total:</b>	<b>0</b>	<b>1,000,000</b>	<b>1,600,000</b>

<b><u>Expenditures:</u></b>			
452-0000-601.20-23 Arch/Eng/Landscaping Serv	\$ 600,000	\$ 1,000,000	\$ 1,600,000
<b>Total:</b>	<b>600,000</b>	<b>1,000,000</b>	<b>1,600,000</b>

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

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

ATTEST:

\_\_\_\_\_

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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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 105, a Portion of Parcel 188.00 Located Along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District**

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

Action Form No.: AF-280-2023  
Work Session: September 18, 2023  
First Reading: September 19, 2023  
Final Adoption: **October 3, 2023**  
Staff Work By: Jessica McMurray  
Presentation By: Jessica McMurray

**Recommendation:**

Approve ordinance amending the zoning ordinance to rezone and Tax Map 105, a portion of parcel 188.00 located along Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 3.70 acres located along Tri-Cities Crossing from the A-1 zone to the B-4P zone. The purpose of the rezoning is to facilitate future retail/commercial development (Southern Tire). No comment was received. During their August 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 7-0. The notice of public hearing was published on September 1, 2023.

**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 TRI-CITIES CROSSING FROM THE A-1, AGRICULTURAL DISTRICT TO THE B-4P, PLANNED BUSINESS DISTRICT IN THE 14TH 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 Tri-Cities Crossing from the A-1, Agricultural District to the B-4P, Planned Business District in the 14<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract:

BEGINNING AT A POINT, SAID POINT A CORNER TO LOT 1, HORSE CREEK FARMS, G.P. SUBDIVISION (PLAT BOOK 55, PAGE 557) AND HORSE CREEK FARMS, G.P. (DEED BOOK 297SC, PAGE 304). THENCE ALONG LOT 1 SOUTH 28° 13' 07" WEST, A DISTANCE OF 138.72 FEET TO A POINT. THENCE LEAVING LOT 1 AND THROUGH HORSE CREEK FARMS, G.P. NORTH 62° 19' 50" WEST, A DISTANCE OF 420.84 FEET TO A POINT AND NORTH 41° 15' 47" EAST, A DISTANCE OF 537.95 FEET TO A POINT, SAID POINT LOCATED ON THE WESTERLY SIDELINE OF TRI CITIES CROSSING. THENCE ALONG SAID SIDELINE SOUTH 32° 45' 51" EAST, A DISTANCE OF 56.79 FEET AND SOUTH 57° 22' 42" EAST, A DISTANCE OF 250.48 FEET TO A POINT. THENCE LEAVING SAID SIDELINE AND ALONG HORSE CREEK FARMS, G.P. SOUTH 28° 13' 07" WEST, A DISTANCE OF 334.54 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.084 ACRES MORE OR LESS.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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





**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance to Appropriate \$44,000.00 from the Tennessee Highway Safety Office’s (THSO) FY 2024 Grant**

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

Action Form No.: AF-292-2023  
Work Session: September 18, 2023  
First Reading: September 19, 2023  
Final Adoption: **October 3, 2023**  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
The Tennessee Highway Safety Office (THSO) provides grant funding for programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee’s roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department has been notified that the department has been awarded funding to assist with a Multiple Traffic Violation/Crash Reduction Campaign consisting of overtime enforcement and the purchase of traffic safety equipment.

This grant funding is \$44,000 with no match required. Funding is for a one-year period.

**Attachments:**  
1. Ordinance

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$44,000 to the TN Highway Safety Office Grant project (NC2405) to enforce traffic safety. No matching funds are required.

**Account Number/Description:**  
**Fund 111: General Project/Special Rev**  
**Fund**

<b><u>TN Highway Safety Office Grant (NC2405)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
111-0000-337.60-10 Safety/Homeland Security	0	44,000	44,000
<b>Total:</b>	<b>0</b>	<b>44,000</b>	<b>44,000</b>
 <b><u>Expenditures:</u></b>	 <b>\$</b>	 <b>\$</b>	 <b>\$</b>
111-0000-601.10-11 Overtime	0	30,000	30,000
111-0000-601.10-20 Social Security	0	3,520	3,520
111-0000-601.10-30 Health Insurance	0	535	535
111-0000-601.10-41 TCRS Retirement	0	7,200	7,200
111-0000-601.10-43 ICMA/Retirement	0	2,135	2,135
111-0000-601.10-50 Life Insurance	0	130	130
111-0000-601.10-52 Long Term Disability	0	80	80
111-0000-601.10-60 Workmen's Comp	0	270	270
111-0000-601.10-61 Unemployment Ins.	0	130	130
<b>Total:</b>	<b>0</b>	<b>44,000</b>	<b>44,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance to Appropriate \$20,000.00 from the Tennessee Highway Safety Office’s (THSO) FY 2024 Coordinator Grant**

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

Action Form No.: AF-293-2023  
Work Session: September 18, 2023  
First Reading: September 19, 2023  
Final Adoption: **October 3, 2023**  
Staff Work By: Captain Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
The Kingsport Police Department has been notified that we were approved for \$20,000.00 in grant funds for the upcoming '24 fiscal year. The grant will be utilized to pay for Officer Matt McGuire’s travel/training to various traffic related workshops and conferences. Additional funds will be used for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

There are no matching fund requirements.

**Attachments:**  
1. Budget Ordinance

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project/Special Revenue Fund budget be amended by appropriating funds received from the Tennessee Highway Safety Office in the amount of \$20,000 to the THSO Coordinator Grant project (NC2406) to enforce traffic safety. No matching funds are required.

**Account Number/Description:**  
**Fund 111: General Project/Special Rev Fund**  
**THSO Coordinator Grant (NC2406)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-337.60-10 Safety/Homeland Security	0	20,000	20,000
<b>Total:</b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.10-11 Overtime	0	450	450
111-0000-601.10-20 Social Security	0	40	40
111-0000-601.10-30 Health Insurance	0	50	50
111-0000-601.10-41 TCRS Retirement	0	120	120
111-0000-601.10-50 Life Insurance	0	30	30
111-0000-601.10-52 Long Term Disability	0	20	20
111-0000-601.10-60 Workmen’s Comp	0	50	50
111-0000-601.10-61 Unemployment Ins.	0	40	40
111-0000-601.20-40 Travel Expense	0	1,500	1,500
111-0000-601.20-41 Registration Fees/Tuition	0	1,500	1,500
111-0000-601.30-20 Operating Supplies & Tool	0	16,200	16,200
<b>Total:</b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Approve a Change Order for the Main Street Rebuild and Streetscape Project**

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

Action Form No.: AF-295-2023  
Work Session: September 18, 2023  
First Reading: September 19, 2023  
Final Adoption: **October 3, 2023**  
Staff Work By: H. Clabaugh  
Presentation By: M. Thompson

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

Construction is progressing on the Main Street Rebuild and Streetscape project. Contract revisions are necessary due to unexpected issues and essential modifications to the plans. The primary items include removal/transport of unforeseen contaminated soils not identified during preliminary testing; changes from resurfacing to reconstruction of the pavement section between Wexler and Sullivan Streets; and additional quantity requirements for stone and other related roadway materials. A change order to complete these items has been submitted and additional details are included in the attached supplemental information. A request for an additional 158 days for completion of this project is also included in this change order. The revised completion date is April 8, 2025.

It is requested to approve the change order for \$2,028,751.22 to complete these items. Contingency of \$11,792.96 will be applied to the Stormwater and Sewer items, resulting in a request for \$2,016,958.26 to fund this change order for Roadway and Water items.

- Current change order: \$ 2,028,751.22
- C.O. portion that is MTPO funds: \$ 1,572,997.80
- C.O. portion that is Utility funds: \$ 67,185.88
- C.O. portion that is General funds: \$ 388,567.54

Funding sources are GP1516, ST2110, SW1901, and WA1901.  
Funds in WA2001, WA2204, and WA2301 are available and will be transferred to WA1901.

**Attachments:**

1. 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 General Projects-Special Revenue Fund be amended by reducing the Misc Projects project (NC2325) in the amount of \$388,568.

SECTION II. That the General Project Fund be amended by appropriating \$388,568 from the General Fund and \$1,800,598 in Federal Highway Administration funds from the State of Tennessee to the Main Street Improvements project (GP1516).

SECTION III. That the Water Project Fund be amended by transferring \$25,583 from the Master Plan Water Upgrades project (WA2001), \$2,664 from the Master Water Plan Upgrade project (WA2204), and \$27,146 from the Pump Station Improvements project (WA2301) for a total of \$55,393 to the Main Street Water Line Replacement project (WA1901). Close WA2001 and WA2204.

**Account Number/Description:**

**General Fund: 110**

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	755,000	(388,568)	366,432
110-4804-481.70-36 General Project Fund	0	388,568	388,568
<b>Total:</b>	<b>755,000</b>	<b>0</b>	<b>755,000</b>

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

**Misc Projects (NC2325)**

**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	500,000	(388,568)	111,432
<b>Total:</b>	<b>500,000</b>	<b>(388,568)</b>	<b>111,432</b>

**Expenditures:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.90-04 Equipment	500,000	(388,568)	111,432
<b>Total:</b>	<b>500,000</b>	<b>(388,568)</b>	<b>111,432</b>



**General Projects Fund: 311**

**Main Street Improvements (GP1516)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	35,917	0	35,917
311-0000-337.52-10 FHWA / TN FHWA 80%	14,388,640	1,800,598	16,189,238
311-0000-368.10-47 2014 A GO Bonds	93,361	0	93,361
311-0000-368.10-51 Series 2015 A (OCT) GO PI	398,526	0	398,526
311-0000-368.10-54 Series 2016 GO (Nov 4)	602,295	0	602,295
311-0000-368.10-55 Series 2017 A GO Bonds	1,432,666	0	1,432,666
311-0000-368.10-66 Series 2019 GO Improvement	192,321	0	192,321
311-0000-368.21-00 Premium from Bond Sale	111,732	0	111,732
311-0000-391.01-00 From General Fund	124,413	388,568	512,981

**Total:** 17,379,871      2,189,166      19,569,037

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	793,527	0	793,527
311-0000-601.40-41 Bond Sale Expense	13,825	0	13,825
311-0000-601.90-01 Land	95,500	0	95,500
311-0000-601.90-03 Improvements	16,477,019	2,189,166	18,666,185

**Total:** 17,379,871      2,189,166      19,569,037

**Water Project Fund: 451**

**Master Plan Water Upgrade (WA2001)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-56 Series 2019 GO Improvement	176,101	(25,583)	150,518

**Total:** 176,101      (25,583)      150,518

**Expenditures:**

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	35,100	(25,583)	9,517
451-0000-605.90-03 Improvements	141,001	0	141,001

**Total:** 176,101      (25,583)      150,518

**Master Water Plan Upg (WA2204)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-69 GO Bonds Series 2021	293,971	0	293,971
451-0000-391.45-00 From Water Fund	60,000	(2,664)	57,336

**Total:** 353,971      (2,664)      351,307

**Expenditures:**

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	0	43,108	43,108
451-0000-605.90-04 Equipment	353,971	(45,772)	308,199

**Total:** 353,971      (2,664)      351,307

**Pump Station Imp (WA2301)**

**Revenues:**

451-0000-391.45-00 From Water Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$ 170,205	\$ (27,146)	\$ 143,059
<b>Total:</b>	<b>170,205</b>	<b>(27,146)</b>	<b>143,059</b>

**Expenditures:**

451-0000-605.90-19 Pump Stations

	\$ 170,205	\$ (27,146)	\$ 143,059
<b>Total:</b>	<b>170,205</b>	<b>(27,146)</b>	<b>143,059</b>

**Main St Waterline Replacement (WA1901)**

**Revenues:**

451-0000-391.05-47 Series 2017 B GO Bonds

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

451-0000-391.05-56 Series 2019 GO Improve

451-0000-391.05-69 GO Bonds Series 2021

451-0000-391.45-00 From Water Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$ 17,829	\$ 0	\$ 17,829
	1,149,252	0	1,149,252
	103,899	25,583	129,482
	5,044	0	5,044
	428,976	29,810	458,786
<b>Total:</b>	<b>1,705,000</b>	<b>55,393</b>	<b>1,760,393</b>

**Expenditures:**

451-0000-605.90-01 Land

451-0000-605.90-03 Improvements

	\$ 2,000	\$ 0	\$ 2,000
	1,703,000	55,393	1,758,393
<b>Total:</b>	<b>1,765,000</b>	<b>55,393</b>	<b>1,760,393</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
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 2024 General Project Fund Budget**

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

Action Form No.: AF-306-2023  
Work Session: October 2, 2023  
First Reading: October 2, 2023  
Final Adoption: **October 3, 2023**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**  
The Board of Education approved fiscal year 2024 budget amendment number three at their called meeting on September 26, 2023. This amendment increases the General Project Fund budget by \$561,672. The Sullivan North Renovation project will be amended by increasing the estimated revenue for interest earnings by \$97,795 and increasing the estimated revenue for insurance proceeds by \$463,877. The appropriations will be increased by a net amount of \$561,672. This will provide funding for the final payment to C & C Restoration and leave a balance in this project of \$166,991. In addition there will be \$2,215,000 of 2021 bond funds transferred from the D-B Renovation project to the D-B Dome Renovation project. These funds combined with the 2023 bond funds will provide \$23,215,000 for the D-B Dome Renovation project.

**Attachments:**  
1. Ordinance

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

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

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND  
BUDGET FOR THE FISCAL 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. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Sullivan North Renovation project (GP1733) by \$561,672, increasing the revenues and appropriations for the Dobyys-Bennett Dome Renovation project (GP2401) by \$2,215,000 and by decreasing the estimated revenues and appropriations for the Dobyys-Bennett Renovation project by \$2,215,000.

**Fund 311: General Project Fund**

**Sullivan North Renovation Project (GP1733)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-361-1050 School Bond Interest	679,792	97,795	777,587
311-0000-368-2100 Miscellaneous Revenue	1,195,063	463,877	1,658,940
311-0000-391-2100 Transfer from School Fund	3,114,758	0	3,114,758
311-0000-391-2150 Sullivan Co School Bonds	2,365,050	0	2,365,050
<b>Total:</b>	<b>7,354,663</b>	<b>561,672</b>	<b>7,916,335</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	4,834,600	(20,907)	4,813,693
311-0000-601-2023 Architect/Engineering Serv	1,325,000	(275,000)	1,050,000
311-0000-601-9003 Improvements	1,195,063	857,579	2,052,642
<b>Total:</b>	<b>7,354,663</b>	<b>561,672</b>	<b>7,916,335</b>

**Fund 311: General Project Fund**

**Dobyys-Bennett Renovation Project (GP2111)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368-1051 2015 G O Bonds	25,000	0	25,000
311-0000-368-1054 2016 G O Bonds	193,621	0	193,621
311-0000-368-1056 2018 G O Bonds	69,799	0	69,799
311-0000-368-1066 2019 G O Bonds	927,267	0	927,267
311-0000-368-1069 2021 G O Bonds	5,523,000	(2,215,000)	3,308,000
311-0000-360-2101 Premium from Bond Sale	625,765	0	625,765
311-0000-391-2100 Transfer from School Fund	441,870	0	441,870
<b>Total:</b>	<b>7,806,322</b>	<b>(2,215,000)</b>	<b>5,591,322</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	7,288,420	(2,215,000)	5,073,420
311-0000-601-2023 Architect/Engineering Serv	441,870	0	441,870

311-0000-601-4041 Bond Sale Expense	76,032	0	76,032
<b>Total:</b>	<b>7,806,322</b>	<b>(2,215,000)</b>	<b>5,591,322</b>

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**Fund 311: General Project Fund**  
**Dobyns-Bennett Dome Renovation Project**  
**(GP2401)**

<b>Revenues:</b>	\$	\$	\$
311-0000-361-1069 2021 G O Bonds	0	2,215,000	2,215,000
311-0000-368-1072 2023 G O Bonds	20,679,857	0	20,679,857
311-0000-368-2101 Premium from Bond Sale	537,422	0	537,422
<b>Total:</b>	<b>21,217,279</b>	<b>2,215,000</b>	<b>23,432,279</b>

<b>Expenditures:</b>	\$	\$	\$
311-0000-601-2022 Construction Contracts	21,000,000	221,285	21,221,285
311-0000-601-2023 Architect/Engineering Serv	0	1,993,715	1,993,715
311-0000-601-4041 Bond Sale Expense	217,279	0	217,279
<b>Total:</b>	<b>21,217,279</b>	<b>2,215,000</b>	<b>23,432,729</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.

\_\_\_\_\_  
PAT W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHAL, Deputy City Recorder

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

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

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



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid to Horizon Underground, LLC for the Lakecrest Drive Waterline Replacement 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-300-2023  
 Work Session: October 2, 2023  
 First Reading: N/A  
 Final Adoption: October 3, 2023  
 Staff Work By: P. Gilmer  
 Presentation By: N. Ensor/R. McReynolds

**Recommendation:**

Approve the resolution

**Executive Summary:**

Bids were opened on August 17, 2023, for the Lakecrest Drive Waterline Replacement project. This project consists of replacement of existing 6-inch, 4-inch, and 2-inch waterlines with approximately 5,651 L.F. of 6-inch DIP, 752 L.F. of 6-inch HDPE, 4,793 L.F. of 2-inch PVC, and all related appurtenances to serve the Lakecrest Drive area. The project shall be completed in 180 calendar days.

City staff has reviewed the bids and recommend awarding the contract to the apparent low bidder, Horizon Underground, LLC, in the amount of \$1,879,960.00.

Base Bid:	\$1,879,960.00
Contingency (6%):	112,798.00
Engineering, Admin., Inspection (14%):	278,986.00

Total Project Costs: \$2,271,744.00

Sullivan County has been awarded a TDEC Water Infrastructure grant and has committed funding to the City of Kingsport for waterline upgrades in various locations. The City of Kingsport Utility will provide 10% of all costs as matching funds for the grant. Funds are available and identified in WA2304.

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Bid Tabulation
4. Location Map
5. Agreement

Item X11.

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

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

A RESOLUTION AWARDING THE BID FOR THE LAKECREST DRIVE WATERLINE REPLACEMENT PROJECT TO HORIZON UNDERGROUND, LLC 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 August 17, 2023, for the Lakecrest Drive Waterline Replacement Project; and

WHEREAS, upon review of the bids, the board finds Horizon Underground, LLC 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 with Horizon Underground, LLC for replacement of existing waterlines with approximately 5,651 linear feet of PVC pipe and all related appurtenances at an estimated construction cost of \$1,879,960.00; and

WHEREAS, funding is identified in project number 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 replacement of existing waterlines with approximately 5,651 linear feet of PVC pipe and all related appurtenances at an estimated cost of \$1,879,960.00 is awarded to Horizon Underground, LLC, 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 3rd day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
August 17, 2023  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager; Pamela Gilmer, Engineering; Christina Wichlin, First TN Development District

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:

Lakecrest Drive Waterline Replacement	
Vendor:	Total Cost:
GRC Civil Services	\$2,075,802.00
Thomas Construction Company, Inc.	\$1,997,397.57
Traxon Construction, Inc.	\$1,999,017.00
Horizon Underground, LLC	\$1,879,960.00
Merkel Bros. Construction, Inc.	\$2,424,400.00

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



BID TABULATION FOR LAKECREST DRIVE WATERLINE REPLACEMENT (2020-C13)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	CITY OF KINGSPORT ESTIMATE		HORIZON UNDERGROUND, LLC		THOMAS CONSTR. CO., INC.		TRAXON CONSTRUCTION, INC.		GRC CIVIL SERVICES, INC.		MERKEL BROS. CONSTR., INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION (SECTION 02 41 00)	\$ 110,000.00	\$ 110,000.00	\$ 149,000.00	\$ 149,000.00	\$ 11,540.14	\$ 11,540.14	\$ 85,000.00	\$ 85,000.00	\$ 87,610.00	\$ 87,610.00	\$ 150,000.00	\$ 150,000.00
2	1	LS	CLEARING AND GRUBBING, & GRADING	\$ 16,000.00	\$ 16,000.00	\$ 9,000.00	\$ 9,000.00	\$ 23,815.77	\$ 23,815.77	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
3	1	LS	TOPSOIL, MULCHING, SEEDING & STRAWING	\$ 8,000.00	\$ 8,000.00	\$ 24,000.00	\$ 24,000.00	\$ 25,202.12	\$ 25,202.12	\$ 15,000.00	\$ 15,000.00	\$ 26,500.00	\$ 26,500.00	\$ 175,000.00	\$ 175,000.00
4	2,279	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 79,765.00	\$ 35.00	\$ 79,765.00	\$ 35.00	\$ 79,765.00	\$ 35.00	\$ 79,765.00	\$ 35.00	\$ 79,765.00	\$ 35.00	\$ 79,765.00
5	2,977	TONS	BACKFILL STONE - PUG (SECTION 31 22 16)	\$ 28.00	\$ 83,356.00	\$ 10.00	\$ 29,770.00	\$ 41.05	\$ 122,205.85	\$ 34.00	\$ 101,218.00	\$ 35.00	\$ 104,195.00	\$ 15.00	\$ 44,655.00
6	366	TONS	ASPHALT TRENCH REPAIR (BINDER) 4-INCHES (SECTION 32 12 16)	\$ 225.00	\$ 82,350.00	\$ 50.00	\$ 18,300.00	\$ 346.53	\$ 126,829.98	\$ 225.00	\$ 82,350.00	\$ 250.00	\$ 91,500.00	\$ 135.00	\$ 49,410.00
7	76	TONS	ASPHALT DRIVEWAY/PARKING LOT REPAIRS (SURFACE) 3-INCHES (SECTION 32 12 16)	\$ 220.00	\$ 16,720.00	\$ 75.00	\$ 5,700.00	\$ 346.53	\$ 26,336.28	\$ 200.00	\$ 15,200.00	\$ 250.00	\$ 19,000.00	\$ 135.00	\$ 10,260.00
8	71	SY	CONCRETE DRIVEWAY/PARKING LOT REPAIRS 6-INCHES (SECTION 32 13 13)	\$ 175.00	\$ 12,425.00	\$ 200.00	\$ 14,200.00	\$ 291.06	\$ 20,665.26	\$ 100.00	\$ 7,100.00	\$ 250.00	\$ 17,750.00	\$ 70.00	\$ 4,970.00
9	11	TONS	PUG STONE GRAVEL DRIVEWAY REPAIRS 4-INCHES (SECTION 31 22 16)	\$ 28.00	\$ 308.00	\$ 35.00	\$ 385.00	\$ 41.12	\$ 452.32	\$ 34.00	\$ 374.00	\$ 40.00	\$ 440.00	\$ 30.00	\$ 330.00
10	5,651	LF	6-INCH DUCTILE IRON PIPE (SECTION 33 11 00)	\$ 42.25	\$ 238,754.75	\$ 95.00	\$ 536,845.00	\$ 102.58	\$ 579,679.58	\$ 90.00	\$ 508,590.00	\$ 85.00	\$ 480,335.00	\$ 125.00	\$ 706,375.00
11	752	LF	6-INCH HDPE (PE 4710) WATER LINE, PIPE BURST, DIPS	\$ 100.00	\$ 75,200.00	\$ 150.00	\$ 112,800.00	\$ 207.92	\$ 156,355.84	\$ 300.00	\$ 225,600.00	\$ 180.00	\$ 135,360.00	\$ 150.00	\$ 112,800.00
12	4,793	LF	2-INCH PVC PIPE INCLUDING FITTINGS (SECTION 33 11 00)	\$ 30.00	\$ 143,790.00	\$ 65.00	\$ 311,545.00	\$ 81.17	\$ 389,047.81	\$ 40.00	\$ 191,720.00	\$ 67.00	\$ 321,131.00	\$ 95.00	\$ 455,335.00
13	16	EA	6-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 1,200.00	\$ 19,200.00	\$ 2,300.00	\$ 36,800.00	\$ 1,658.54	\$ 26,536.64	\$ 2,500.00	\$ 40,000.00	\$ 2,665.00	\$ 42,640.00	\$ 2,000.00	\$ 32,000.00
14	9	EA	2-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 850.00	\$ 7,650.00	\$ 1,400.00	\$ 12,600.00	\$ 1,071.43	\$ 9,642.87	\$ 2,200.00	\$ 19,800.00	\$ 1,570.00	\$ 14,130.00	\$ 1,000.00	\$ 9,000.00
15	11	EA	1-INCH AIR RELEASE VALVE AND BOX (SECTION 33 11 00)	\$ 950.00	\$ 10,450.00	\$ 2,450.00	\$ 26,950.00	\$ 1,295.92	\$ 14,255.12	\$ 2,700.00	\$ 29,700.00	\$ 3,090.00	\$ 33,990.00	\$ 2,000.00	\$ 22,000.00
16	13	EA	2-INCH BLOW OFF ASSEMBLY (SECTION 33 11 00)	\$ 1,885.00	\$ 24,505.00	\$ 3,400.00	\$ 44,200.00	\$ 3,212.71	\$ 41,765.23	\$ 4,200.00	\$ 54,600.00	\$ 3,376.00	\$ 43,888.00	\$ 3,000.00	\$ 39,000.00
17	1	EA	FIRE HYDRANT ASSEMBLY - COMPLETE INCLUDES TEE, VALVE & HYDRANT (SECTION 33 11 00)	\$ 4,405.00	\$ 4,405.00	\$ 7,500.00	\$ 7,500.00	\$ 10,034.99	\$ 10,034.99	\$ 8,500.00	\$ 8,500.00	\$ 8,767.00	\$ 8,767.00	\$ 8,000.00	\$ 8,000.00
18	1	EA	2-INCH PRESSURE REDUCING VALVE AND VAULT (SECTION 33 11 00)	\$ 8,500.00	\$ 8,500.00	\$ 11,500.00	\$ 11,500.00	\$ 11,630.07	\$ 11,630.07	\$ 20,000.00	\$ 20,000.00	\$ 13,941.00	\$ 13,941.00	\$ 15,000.00	\$ 15,000.00
19	82	EA	SERVICE CONNECTION TO EXISTING 3/4" - SHORT WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,700.00	\$ 139,400.00	\$ 1,650.00	\$ 135,300.00	\$ 1,271.70	\$ 104,279.40	\$ 2,575.00	\$ 211,150.00	\$ 1,955.00	\$ 160,310.00	\$ 1,500.00	\$ 123,000.00
20	73	EA	SERVICE CONNECTION TO EXISTING 3/4" - LONG WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 2,050.00	\$ 149,650.00	\$ 2,500.00	\$ 182,500.00	\$ 2,342.22	\$ 170,982.06	\$ 2,750.00	\$ 200,750.00	\$ 3,098.00	\$ 226,154.00	\$ 3,000.00	\$ 219,000.00
21	1	EA	SERVICE CONNECTION TO EXISTING 1" - SHORT WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,950.00	\$ 1,950.00	\$ 2,100.00	\$ 2,100.00	\$ 1,435.35	\$ 1,435.35	\$ 3,000.00	\$ 3,000.00	\$ 3,098.00	\$ 3,098.00	\$ 3,000.00	\$ 3,000.00
22	1	EA	SERVICE CONNECTION TO EXISTING 1" - LONG WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 2,300.00	\$ 2,300.00	\$ 2,950.00	\$ 2,950.00	\$ 2,804.22	\$ 2,804.22	\$ 3,500.00	\$ 3,500.00	\$ 3,098.00	\$ 3,098.00	\$ 4,000.00	\$ 4,000.00
23	5	EA	2-INCH X 2-INCH WET TAP WITH TAPPING VALVE AND BOX (SECTION 33 11 00)	\$ 3,000.00	\$ 15,000.00	\$ 2,600.00	\$ 13,000.00	\$ 1,902.57	\$ 9,512.85	\$ 4,500.00	\$ 22,500.00	\$ 6,000.00	\$ 30,000.00	\$ 3,000.00	\$ 15,000.00
24	1	EA	STREAM CROSSING	\$ 800.46	\$ 800.46	\$ 12,000.00	\$ 12,000.00	\$ 9,975.66	\$ 9,975.66	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
25	1	EA	8-INCH CONNECTIONS (SECTION 33 11 00)	\$ 4,900.00	\$ 4,900.00	\$ 10,000.00	\$ 10,000.00	\$ 674.30	\$ 674.30	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$ 8,500.00
26	6	EA	6-INCH CONNECTIONS (SECTION 33 11 00)	\$ 3,850.00	\$ 23,100.00	\$ 8,000.00	\$ 48,000.00	\$ 1,932.73	\$ 11,596.38	\$ 3,500.00	\$ 21,000.00	\$ 10,000.00	\$ 60,000.00	\$ 3,500.00	\$ 21,000.00
27	2	EA	2-INCH CONNECTIONS (SECTION 33 11 00)	\$ 2,500.00	\$ 5,000.00	\$ 6,000.00	\$ 12,000.00	\$ 574.95	\$ 1,149.90	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00
28	6	EA	CUT-AND-PLUG EXISTING WATERLINE - 6-INCH AND SMALLER (SECTION 33 11 00)	\$ 1,200.00	\$ 7,200.00	\$ 2,500.00	\$ 15,000.00	\$ 371.74	\$ 2,230.44	\$ 1,700.00	\$ 10,200.00	\$ 1,000.00	\$ 6,000.00	\$ 2,000.00	\$ 12,000.00
29	12	EA	REMOVE EXISTING VALVE BOXES (SECTION 33 11 00)	\$ 240.00	\$ 2,880.00	\$ 750.00	\$ 9,000.00	\$ 230.48	\$ 2,765.76	\$ 200.00	\$ 2,400.00	\$ 100.00	\$ 1,200.00	\$ 1,000.00	\$ 12,000.00
30	7	EA	REMOVE EXISTING BLOW OFFS (SECTION 33 11 00)	\$ 500.00	\$ 3,500.00	\$ 750.00	\$ 5,250.00	\$ 444.85	\$ 3,113.95	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 1,000.00	\$ 7,000.00
31	1	EA	REMOVE EXISTING FIRE HYDRANT ASSEMBLY (SECTION 33 11 00)	\$ 720.00	\$ 720.00	\$ 1,000.00	\$ 1,000.00	\$ 423.37	\$ 423.37	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
32	1	EA	PROJECT SIGN (SECTION 01 50 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 693.06	\$ 693.06	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
<b>Project Total:</b>				<b>\$ 1,299,279.21</b>	<b>\$ 1,299,279.21</b>	<b>\$ 1,879,960.00</b>	<b>\$ 1,879,960.00</b>	<b>\$ 1,997,397.57</b>	<b>\$ 1,997,397.57</b>	<b>\$ 1,999,017.00</b>	<b>\$ 1,999,017.00</b>	<b>\$ 2,075,802.00</b>	<b>\$ 2,075,802.00</b>	<b>\$ 2,424,400.00</b>	<b>\$ 2,424,400.00</b>



Item X11.





# LAKECREST DRIVE WATERLINE REPLACEMENT

## PROJECT LOCATION MAP

2000 C13

Item X11.





October 5, 2022

RE: TDEC ARP Funding Support

Mayor Venable: *Richard*

The City of Kingsport supports the effort of Sullivan County to apply for funding through the TDEC Water Infrastructure Grant application. The City of Kingsport accepts the County's award of \$2,298,271 and will provide the matching funds of \$255,363 to apply towards the project.

The City of Kingsport is ready and willing to assist this project to completion. Being responsible for the operation and maintenance of the system after completion, we have a direct interest in seeing a quality project from beginning to end. We understand that any expenditures in excess of the awarded \$2,298,271 will be covered by the City of Kingsport.

Thank you for your consideration of the TDEC ARP application. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Patrick W. Shull".

Patrick W. Shull  
COL USA (Ret)  
Mayor, City of Kingsport

NE/drm

## RESOLUTION NO. 2023-099

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SULLIVAN COUNTY, TENNESSEE TO UPGRADE WATERLINES IN VARIOUS LOCATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Sullivan County, Tennessee is receiving American Rescue Plan funding to distribute to utilities that serve residences throughout the county; and

WHEREAS, the city presented options to the First Tennessee Development District (FTDD) for funding consideration, and working for Sullivan County, the FTDD determined a plan to distribute their funds throughout the county; and

WHEREAS, the city was presented \$2,298,271.00 in funding for three areas outside city limits, but within Sullivan County, the areas being:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
  - b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
  - c. Fordtown Rd / Jackson Hollow Rd area (approx. 5,000 ft serving 72 properties);
- and

WHEREAS, the interlocal agreement will allow Sullivan County to provide funding to upgrade waterlines and place them into service, for the provision of water to the areas set forth herein; and

WHEREAS, payment will be made from Sullivan County once bids are opened for the project and the lowest compliant bidder is chosen; and

WHEREAS, the construction cost, including engineering, is estimated to be \$3,000,000; and

Now therefore,

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

SECTION I. That an Interlocal Agreement with Sullivan County, Tennessee, to upgrade waterlines in various locations, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Interlocal Agreement with Sullivan County, Tennessee, to upgrade waterlines in various locations to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

### AGREEMENT

This Agreement is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of

Tennessee, and the SULLIVAN COUNTY, TN, hereinafter referred to as "Sullivan County", a subdivision of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the upgrade of public water service to various locations in Sullivan County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

**Section 1.** As a condition precedent to Sullivan County providing its obligations set out in this Agreement, Kingsport will upgrade Kingsport's water distribution system, providing adequate service for the following areas:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (approx. 5,000 ft serving 72 properties)

Kingsport will provide a minimum of \$255,363 in matching funds to meet ARP grant funding requirements.

**Section 2.** Upon successful bid opening for this project, Sullivan County will provide \$2,298,271 of TDEC ARP grant funding to Kingsport for the following:

- a. Construction costs for work described in Section 1, along with contingency funds equaling 6% of construction costs;
- b. Engineering fees covering survey, design, and construction management totaling 14% of construction cost.

**Section 3.** The construction of water service is to be completed in early 2024. The work will be split into two projects; Lakecrest Dr area to be completed in late summer 2023 and the remainder of areas to be completed by spring 2024.

**Section 4.** This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

**Section 5.** Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

**Section 6.** In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

**Section 7.** The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

**Section 8.** Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:

Assistant Utilities Director – Engineering / Operations

City of Kingsport

1113 Konnarock Rd

Kingsport, Tennessee 37664

with copy to:

City Attorney

City of Kingsport

415 Broad Street

Kingsport, Tennessee 37660

To Sullivan County:

Mayor Richard S. Venable

3411 Hwy 126, Suite 206

Blountville, TN 37617

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

**Section 9.** Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

**Section 10.** This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 1st day of November, 2022.

Patrick W. Shull  
PATRICK W. SHULL, Mayor

ATTEST:

Angela Marshall  
ANGELA MARSHALL  
Deputy City Recorder



APPROVED AS TO FORM:

Rodney B. Rowlett III  
RODNEY B. ROWLETT, III, City Attorney



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding Bid for Construction of Water Treatment Plant (WTP) High Service Pump Station Upgrade to J. Cumby Construction and Authorize Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-304-2023  
 Work Session: October 2, 2023  
 First Reading: N/A  
 Final Adoption: October 3, 2023  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
 Bids were opened September 14, 2023 for the Water Treatment Plant (WTP) High Service Pump Station Upgrade project. The project includes construction of a new building at the WTP to house an additional high service pump and electrical controls. The new 700 horsepower pump will provide greater redundancy and capacity for the WTP and will match the three existing high service pumps. Electrical controls for the existing pumps will be relocated into the new building's climate controlled electrical room. These high service pump station improvements were identified in the WTP master plan due to the age of the equipment and the crucial role they play to ensure continuous flow of water to our customers.

CDM Smith and city staff reviewed the bids and recommend awarding the contract to the apparent low bidder, J. Cumby Construction in the amount of \$7,994,000. The project is funded through a 2.13% interest loan from State Revolving Fund and a \$1,500,000 EDA grant. Project funding will reside in WA2007.

Base Bid: \$7,994,000.00  
 Contingency (6%): \$ 479,700.00  
**Total Project Costs: \$8,473,700.00**

- Attachments:**  
 1. Resolution  
 2. Engineer's Recommendation  
 3. Certified Bid Tabulation

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



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

A RESOLUTION AWARDING THE BID FOR THE WATER TREATMENT PLANT HIGH SERVICE PUMP STATION UPGRADE TO J. CUMBY 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 September 14, 2023, for the Water Treatment Plant (WTP) High Service Pump Station Upgrade project; and

WHEREAS, upon review of the bids, the board finds J. Cumby 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 construction of a new building at the WTP to house an additional high service pump and electrical controls from J. Cumby Construction, Inc. at an estimated construction cost of \$7,994,000.00; and

WHEREAS, funding is identified in project numbers WA2007.

Now therefore,

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

SECTION I. That the bid for the Water Treatment Plant (WTP) High Service Pump Station Upgrade project, consisting for the construction of a new building at the WTP to house an additional high service pump and electrical controls at an estimated cost of \$7,994,000.00 is awarded to J. Cumby 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 3rd day of October, 2023.

\_\_\_\_\_  
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

September 15, 2023

Mr. Harris Darby  
Civil Engineer  
City of Kingsport, Tennessee  
130 Shelby Street  
Kingsport, TN 37660

Subject: Kingsport WTP High Service Pump Station Upgrades Bid Evaluation

Dear Mr. Darby:

Bids for the City of Kingsport WTP High Service Pump Station Project were received by the City of Kingsport at 4:00 p.m. local time on September 14, 2023, at City Hall, Conference Room 436, 415 Broad Street, Kingsport, Tennessee. As shown below, a total of two bids were received and opened for the project. A Certified Bid Tabulation of all bids is attached for your review. The bids are summarized as follows:

<b><u>Bidder</u></b>	<b><u>Total Bid Amount</u></b>
J. Cumby Construction	\$7,994,000.00
Morgan Contracting	\$9,475,000.00

The low lump sum bid for the project was submitted by J. Cumby Construction, Inc. The difference in pricing and number of bids received is likely attributed to current market conditions as well as current contractor workload.

Upon review of the complete bid package, CDM Smith finds J. Cumby Construction's credentials and previous work to be acceptable. **CDM Smith recommends J. Cumby Construction Inc. be awarded the project in the amount of \$7,994,000.00.**

Should you have any questions or need any additional information, do not hesitate to contact me at your convenience.

Sincerely,

Justin James, PE  
Project Manager  
CDM Smith Inc.

Item XI2.





**Final Bid Tabulation**  
**City of Kingsport WTP High Service Pump Station Upgrades**  
**9/14/23 4:00 PM**

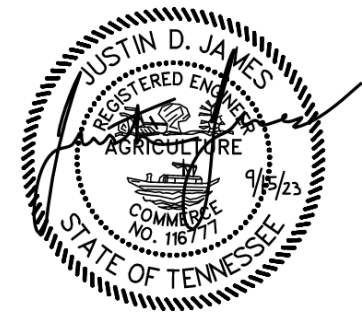
**PART 1: BASE BID**

Item No.	Description	Qty	Unit	Contractor	
				J. Cumby Construction	Morgan Contracting
1	Kingsport Water Treatment Plant	1	Lump Sum	\$7,994,000.00	\$9,475,000.00
<b>TOTAL BASE BID PRICE (IN NUMBERS)</b>				\$7,994,000.00	\$9,475,000.00

I hereby certify that this is a true and accurate copy of bids received.

Justin James, PE  
 \_\_\_\_\_  
 Engineer

116777  
 \_\_\_\_\_  
 TN License No.



Item XI2.



**AGENDA ACTION FORM**

**Consideration of a Resolution Endorsing the State Route 93 and State Route 1 Corridor Study Final Report and Recommendations**

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

Action Form No.: AF-260-2023  
Work Session: October 2, 2023  
First Reading: N/A  
Final Adoption: October 3, 2023  
Staff Work By: L. Phillips / M. Thompson  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The State Route 93 and State Route 1 Corridor Study began in the Fall of 2022. This study was funded through the Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant (UTPG). As part of the grant program, TDOT selected CDM Smith as the consultant for this study from their on-call consultant list and funded 90% of the study, the city provided the remaining 10%. The concept for this study was first brought before the BMA in December 2021 (AF-355-2021) with a Resolution to approve the grant application and the 10% local match. The study area includes SR-93/John B Dennis Highway from Bloomingdale Road to SR-126/Memorial Boulevard and SR-1/East Stone Drive from Brookside Drive to the Kingsport Pavilion Shopping Center. Over the past several months a Steering Committee, made up of City of Kingsport and Kingsport MTPO staff, has met with the consultant to offer input and provide feedback. In addition to the Steering Committee meetings, there was an online public survey which had over 500 respondents and two public meetings. The final report provides a detailed transportation planning level analysis of the study area. The report identifies the existing conditions along the corridors, identifies issues and opportunities, and provides recommendations for the City of Kingsport moving forward with an emphasis on safety and capacity improvements. The study deliverables include the Corridor Study Report, a Transportation System & Management Operations Plan, and a Technical Appendix.

Approval of this resolution will fulfill the requirement TDOT places on the UTPG recipients to adopt a resolution endorsing the study document and to implement, to the best of their ability, recommendations from the study.

**Attachments:**  
Resolution  
SR93 and SR1 Corridor Study Report  
SR93 and SR1 TSMO Plan

Item X13.

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

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

A RESOLUTION TO ENDORSE THE STATE ROUTE 93 AND STATE ROUTE 1 CORRIDOR STUDY FINAL REPORT AND RECOMMENDATIONS IN COMPLIANCE WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION URBAN TRANSPORTATION PLANNING GRANT

WHEREAS, in the Fall of 2022, the Tennessee Department of Transportation (TDOT) began the State Route 93 and State Route 1 Corridor Study and this study was funded by the Urban Transportation Planning Grant (UTPG); and

WHEREAS, as part of this grant program, TDOT selected CDM Smith as the consultant, and funded 90% of the study through the UTPG, the city provided the remaining 10%; and

WHEREAS, the study area includes SR-93/John B Dennis Highway from Bloomingdale Road to SR-126/Memorial Boulevard and SR-1/East Stone Drive from Brookside Drive to the Kingsport Pavilion Shopping Center; and

WHEREAS, over the past several months a Steering Committee, made up of City of Kingsport and Kingsport MTPO staff, has met with the consultant to offer input and provide feedback; and

WHEREAS, in addition to the Steering Committee meetings, there was an online public survey which had over 500 respondents and two public meetings. The final report provides a detailed transportation planning level analysis of the study area and identifies the existing conditions along the corridors, identifies issues and opportunities, and provides recommendations for the City of Kingsport moving forward with an emphasis on safety and capacity improvements; and

WHEREAS, the study deliverables include the Corridor Study Report, a Transportation System & Management Operations Plan, and a Technical Appendix; and

WHEREAS, approval of this resolution will fulfill the requirement TDOT places on UTPG recipients to adopt a resolution endorsing the study document and to implement, to the best of their ability the recommendations from the study.

Now therefore,

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

SECTION I. That the State Route 93 and State Route 1 Corridor Study, prepared by the Tennessee Department of Transportation through the Urban Transportation Planning Grant (attached as EXHIBIT A) is adopted as part of the municipality's general plan.

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 3rd day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# SR 93 and SR 1 Corridor Study

*September 2023*

*Prepared by:*



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# SECTION 1

## INTRODUCTION

The City of Kingsport was awarded a Tennessee Department of Transportation (TDOT) Transportation Planning Grant (TPG) in 2022 for the SR 93/SR 1 Traffic and Transportation Study. The study area encompasses E Stone Drive (SR 1) from Brookside Drive in the west to the eastern most entrance of the Kingsport Pavilion shopping center in the east, approximately 1.8 miles. Also included is N John B Dennis Highway (SR 93) from its intersection with Memorial Boulevard (SR 126) in the south to Bloomingdale Road in the north, approximately 3.8 miles.

This study provides a detailed transportation planning level analysis of N John B Dennis Highway (SR 93) and East Stone Drive (SR 1). It identifies the existing conditions within the study area, identifies issues and opportunities along the corridors, and provides recommendations for the City of Kingsport moving forward with an emphasis on safety and capacity improvements.

### 1.1 Project Background

The City of Kingsport applied for the TDOT Transportation Planning Grant to address overall safety, traffic flow, and operations for all transportation modes within the study area. Known for its livability and quality of life, the City aims to improve pedestrian and bicycle infrastructure where possible while strengthening its existing assets.

E Stone Drive is part of State Route 1 and US 11W, a broader highway that stretches from Memphis to Bristol, known as the first state road. Within Kingsport, it is an east-west route located in the northern half of the city. It shares the designation of US 11W within the entirety of its length in Kingsport. The road is a major regional commercial corridor and the primary one within the city. It provides integral access to regional destinations such as Bristol, TN to the northeast and Knoxville to the southwest. Several incorporated communities also access Kingsport from the road including Rogersville, Mt. Carmel, and Surgoinsville. As part of US 11W, the road was part of Lee Highway, one of the historical federal auto trails and has been a major commercial corridor for the City of Kingsport for decades.

E Stone Drive is heavily developed with multiple large traffic generators, including big-box retail, restaurants, and car dealerships. Reflecting its archaic, auto-oriented built environment, an incomplete pedestrian network is present on the road with intermittent sidewalks and pedestrian crossings. The Kingsport Greenbelt runs roughly parallel to E Stone Drive to the south following Reedy Creek offering an opportunity to tie it in with the road and extend it to the north.

N John B Dennis Highway is part of State Route 93, which begins in Greeneville to the south and terminates at the Tennessee/Virginia state line to the north of Kingsport. The road is a significant north-to-south connector within the city, intersecting with SR 126, SR 36, and Interstate 26. Tennessee College of Applied Technology Elizabethton – Kingsport Instructional Service Center is located on the eastern side of N John B Dennis Highway.

An overview of the study area is illustrated in Figure 1-1.

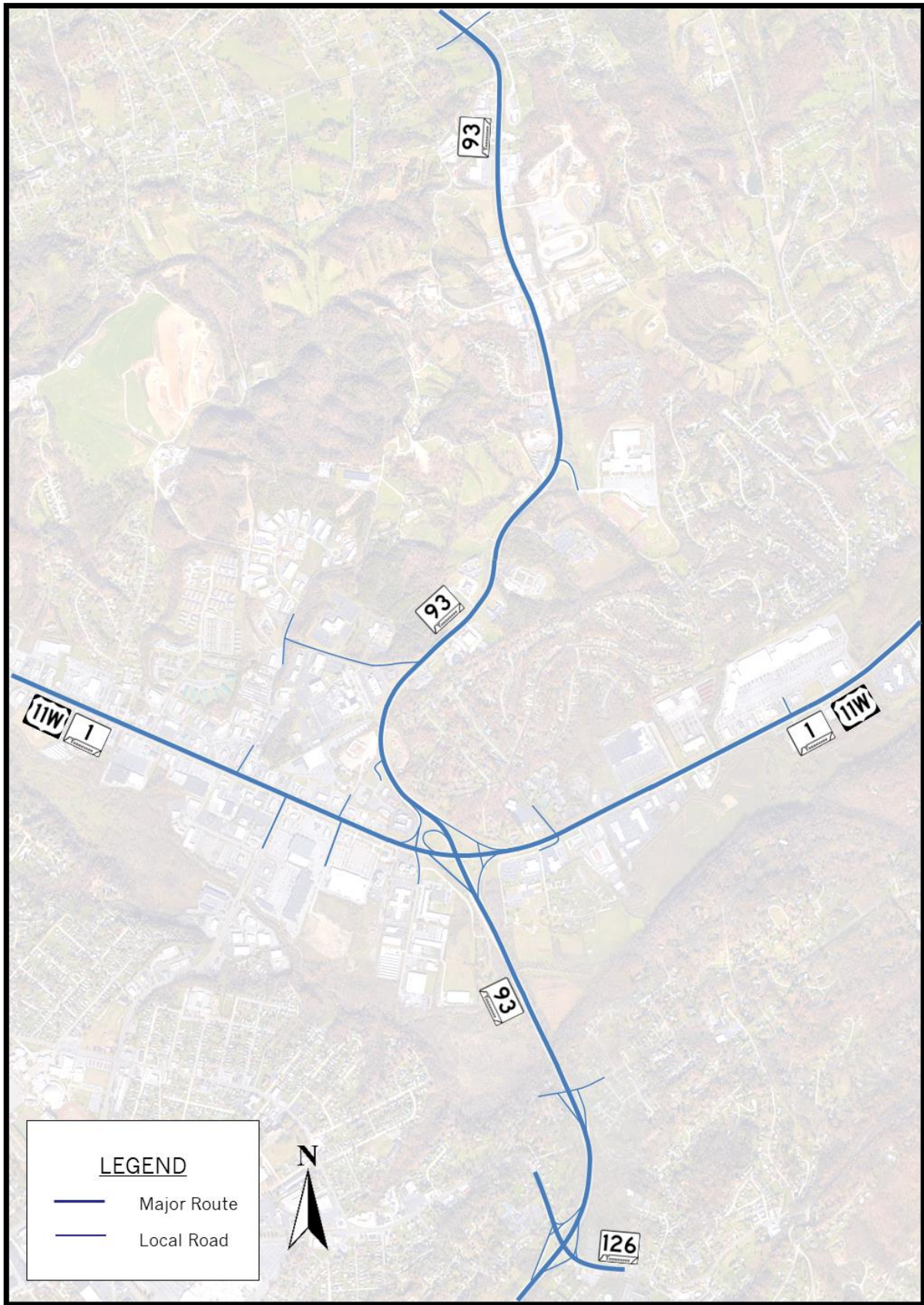


Figure 1-1 Corridor Study Area

Kingsport, TN SR 93 & SR 1 | 2

## 1.2 Project Purpose

The corridor study's purpose is to comprehensively analyze the E Stone Drive and N John B Dennis Highway study area with the objective of providing recommendations for safety enhancements, operational improvements, and the integration of multimodal infrastructure. The study aims to address existing challenges and develop strategies to make this integral corridor safer for all road users.

The study will assess the existing conditions along the corridor, including demographics, land use and development patterns, crash occurrences, roadway geometry, traffic patterns, and congestion. By analyzing this data, the study will identify areas where there are existing safety concerns and operational inefficiencies that infrastructure modifications can address.

To improve safety, the study will focus on intersections and other areas with a high occurrence of crashes (as compared to the statewide averages for similar facilities), locations of severe crash types, and crashes that involve pedestrians or bicyclists. Potential safety countermeasures include reducing the number of conflict points at intersections, signal optimization, deceleration lanes, and pedestrian infrastructure at intersections: marked crosswalks, pedestrian signal equipment, and ADA-compliant curb ramps.

Regarding traffic operations, the study will analyze existing and future traffic volumes, capacity constraints, and signal operations to determine signal timing alterations and geometric improvements that will improve travel times for the current and future demand.

Multimodal infrastructure facilities prioritize the needs of bicyclists and pedestrians, resulting in safer, healthier, and more sustainable communities while enhancing overall transportation options and quality of life. The study provides opportunities for the city to implement a shared-use path, repair sidewalks in poor condition, and add sidewalks to rectify existing gaps in the network.

In addition to operational concerns, there are safety concerns throughout the study area. Between 2018 and 2022, 340 crashes were reported on N John B Dennis Highway, with four of those resulting in fatalities and two serious injuries. A total of 658 crashes were reported on Stone Drive during the same period, with one fatality and eight serious injuries. Notably, three pedestrian crashes were reported on Stone Drive, west of John B Dennis Highway.

Overall, the corridor study seeks to provide a thoughtful and intentional approach to enhance safety, operations, and multimodal connectivity along Stone Drive and John B Dennis Highway to serve the residents and visitors of Kingsport.



## SECTION 2

# EXISTING CONDITIONS

This section will focus on the existing conditions of the study area and will establish the foundation upon which the recommendations of this study are based. Henceforward, E Stone Drive (SR 1) and N John B Dennis Highway (SR 93) will be referred to as Stone Drive and John B Dennis Highway.

### 2.1 Demographics

The City of Kingsport's population as of the 2020 Decennial Census is 55,442. City residents constitute 35-percent of Sullivan County's total population of 158,163. As a major population center in the Tri-Cities area, the city is a vital economic and cultural hub for the region. Population growth between Decennial Censuses has been significant, with a 15% increase between 2010 and 2020, preceded by a 7.3% increase between 2000 and 2010. This outpaces Sullivan County's growth of 0.9% from 2010 to 2020 and 2.5% from 2000 and 2010. The difference in the population growth between the city and county can likely be attributed to migration of existing residents into the city limits and annexation of unincorporated areas into the city limits.

Using a simple linear trend method, which assumes the city could maintain its average growth rate from the past twenty years, Kingsport could reach a population of almost 77,000 by the year 2050. Population projections depend on various internal and external factors impacting an area. Given the factors influencing growth, they should be taken more as a sign of health than a definite outcome. The city's ability to grow, considering tepid growth in the county, is a sign of its strength and competitiveness. Moreover, its importance as an economic engine in the region can also be viewed in its daytime population of 75,444- 137% of its resident population.

While Kingsport is growing, its racial composition, as shown in Table 2-1, does not present significant changes between the 2010 and 2020 Census.

**Table 2-1 Kingsport Population by Race (2010-2020)**

	2010	% of the Population	2020	% of the Population	Change in % of Population	% Population Change
<b>Hispanic or Latino</b>	1,036	2.1%	1,719	3.1%	1.0%	65.9%
<b>Not Hispanic or Latino</b>	47,169	97.9%	53,723	96.9%	-1.0%	13.9%
White alone	43,798	90.9%	48,212	87.0%	-3.9%	10.1%
Black or African American alone	1,926	4.0%	2,024	3.7%	-0.3%	5.1%
American Indian and Alaska Native alone	112	0.2%	144	0.3%	0.1%	28.6%
Asian alone	481	1.0%	754	1.4%	0.4%	56.8%
Native Hawaiian and Other Pacific Islander alone	13	0.0%	15	0.0%	0.0%	15.4%
Some other race alone	52	0.1%	205	0.4%	0.3%	294.2%
Two or more races	787	1.6%	2,369	4.3%	2.7%	201.0%
Two races including Some other race	839	1.7%	2,482	4.5%	2.8%	195.8%
Two races excluding Some other race, and Three or more races	787	1.6%	2,164	3.9%	2.3%	175.0%
<b>Total Population (Decennial Census)</b>	<b>48,205</b>	<b>100.0%</b>	<b>55,442</b>	<b>100.0%</b>		<b>15.0%</b>

## 2.2 Land Use

Stone Drive is one of Kingsport's major commercial corridors defined by intensive commercial uses. Multiple retail and restaurant uses are located along the corridor, including several large-scale retailers such as Target, Lowe's, Kroger, and Aldi. Multiple branded car dealerships are located along the road. The greatest concentration of commercial is located on the west side of the John B Dennis Highway.

Land use along John B Dennis Highway correlates to the type of access allowed. The section south of Stone Drive is a controlled access freeway. Adjoining land uses are primarily residential except for a small commercial area at the interchange with Memorial Boulevard. The highway relinquishes its controlled access north of Stone Drive, resulting in more intensive uses locating on and accessing the road. Residential areas are interspersed between the commercial uses in the northern section. At the northern edge of the study is Bloomingdale Road; here, the land uses return to residential in nature with some dispersed commercial uses. Notable traffic generators along the northern part of John B Dennis Highway include Indian Path Community Hospital and adjacent complementary medical uses, the Tribe Athletic Complex, TCAT of Elizabethton – Kingsport Instructional Service Center, and Kingsport Motor Speedway. Near the intersection with Stone Drive, several commercial properties have access to both roads.

Overall, existing land use in the area is defined by its heavy intensity of commercial except for the northern and southern ends of John B Dennis Highway. Figure 2-1 and Figure 2-2 display the land uses within the study area by total acreage and number of lots.

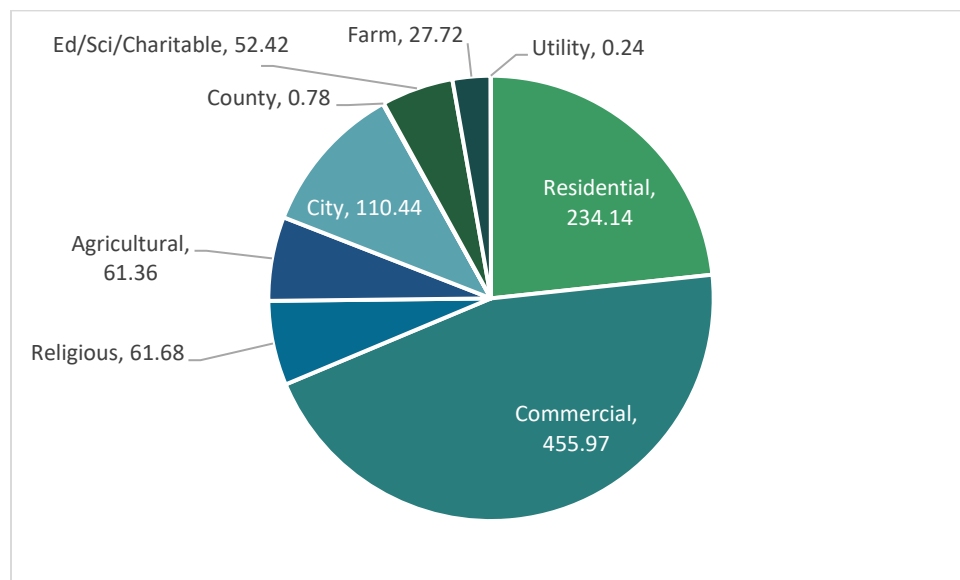
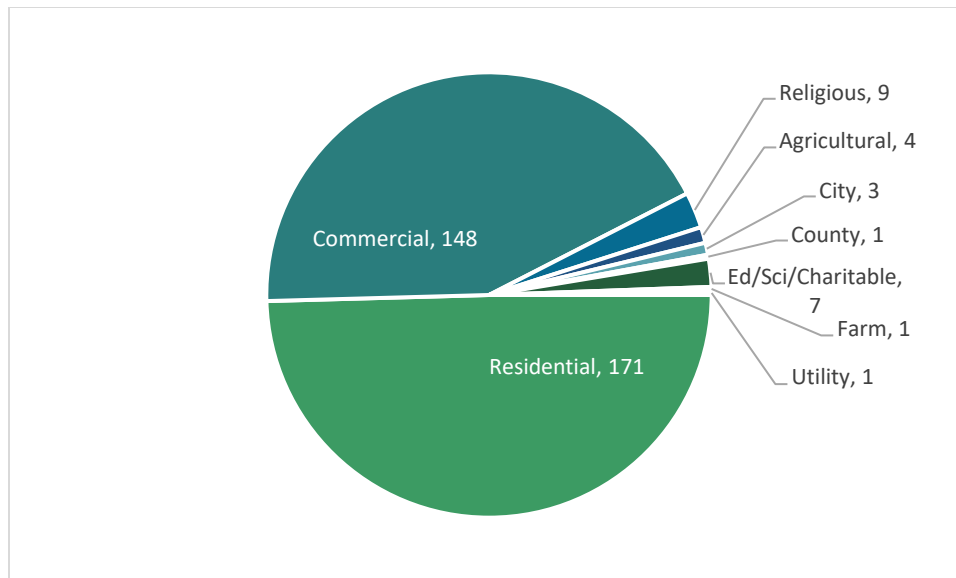


Figure 2-1 Land Use by Area (Total Acres)





**Figure 2-2 Land Use by Frequency (Total Number of Lots)**

Future land use at Stone Drive would be expected to continue the present pattern established as an intensive commercial area. The City of Kingsport's Future Land Use Map generally follows the established land use pattern. All relevant zoning district acronyms and names are listed in Table 2-2. Figure 2-3 and Figure 2-4 present the zoning by frequency and area along the study area. Likewise, zoning for the area matches existing uses and significant changes to the land use along the southern part of John B Dennis Highway would not be expected. Also, Stone Drive would be expected to remain an intensive commercial corridor due to its high traffic counts, integral role in the overall transportation network for the city, and existing infrastructure. The zoning map for the study area is displayed in Figure 2-5.

**Table 2-2 List of all Zoning Names and Acronyms**

Acronym	District Names	Acronym	District Names
A-1	Agricultural District/General Agricultural	B-2E	Central Business Edge District
A-5	Large Tract Rural and Agricultural District	B-3	Highway Oriented Business District
R-1	Low Density/Single-Family Residential District	B-4	Arterial Business District
R-1A	Residential District	B-4P	Planned Business District
R-1B	Residential District	M-1	Light Manufacturing District
R-1C	Residential District	M-1R	Light Manufacturing Restricted District
R-2	Medium Density/Two-Family Residential District	M-2	Heavy/General Manufacturing District
R-2A	Medium Density Residential District	PBD-3	Planned Corridor Business District
R-3	Manufactured Residential Dwelling District/Apartment District	PBD/SC	Planned Business and/or Shopping Center District
R-3A	High Density/Multi-Family District	PVD	Planned Village District
R-3B	High Density/Single Family District	PD	Planned Development District
R-4	Medium Density Apartment District	P-1	Professional Offices District
B-1	Neighborhood Business District	B-3	Highway Oriented Business District
B-2	Central Business District		

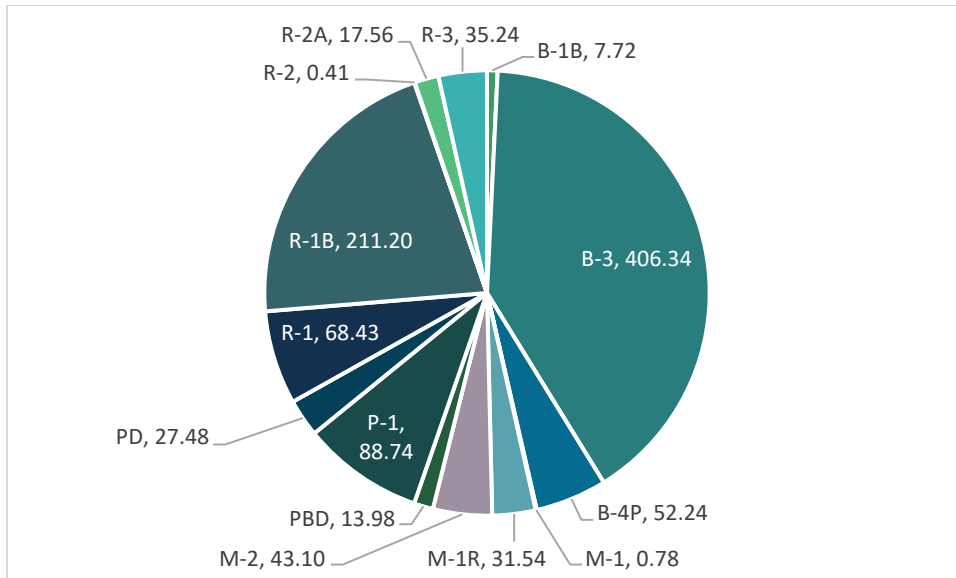


Figure 2-3 Zoning by Area (Total Acres)

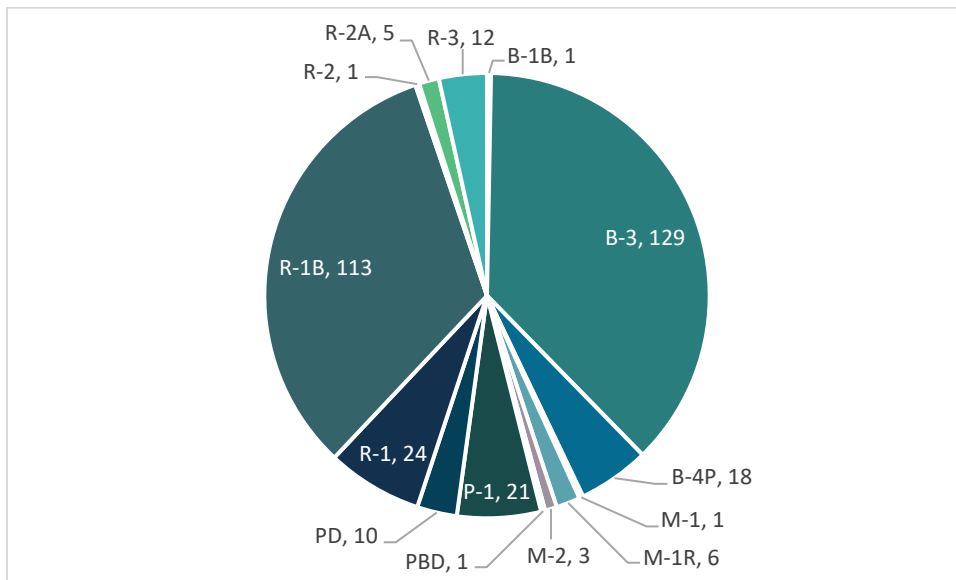


Figure 2-4 Zoning by Frequency (Lots)

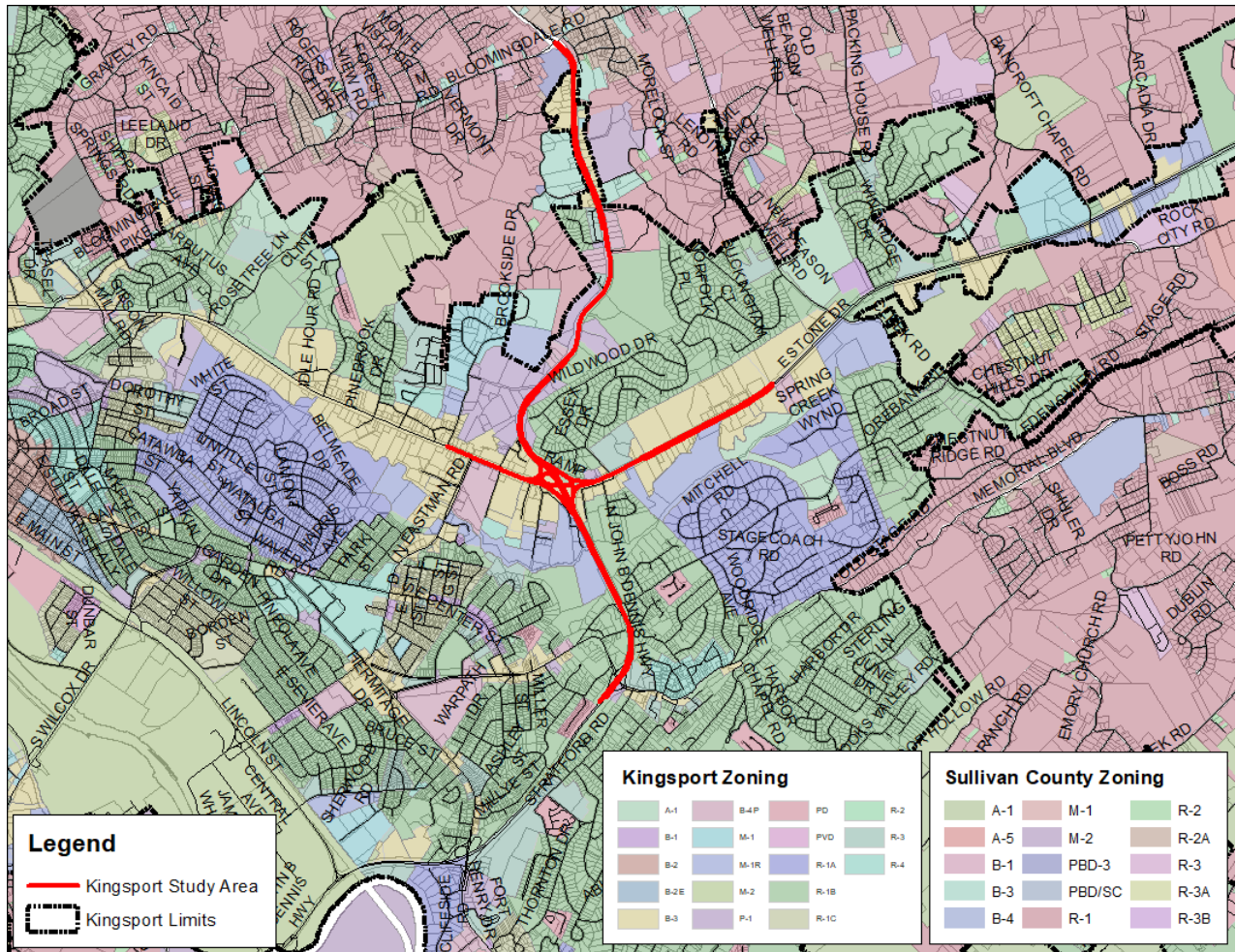


Figure 2-5 Zoning Map

The most likely land use changes would be typical turnover from a commercial area or redevelopment along Stone Drive. One large 20 -acre property at 2550 Stone Drive (former Mason and Dixon Truck Lines) appears available and suitable for rehabilitation. Pressure on the existing infrastructure on Stone Drive will continue if the underutilized land or greenfield on the edges of the study area are developed for intensive purposes.

The northern section of John B Dennis Highway between Stone Drive and Bloomingdale Road represents the area with the potential to experience significant changes. The patchwork of land uses between commercial and residential indicates an uneven demand market and entrenchment of historical land uses. As evident by the development pattern on Stone Drive west of John B Dennis Highway, access control for future development should be made a priority to limit points of conflict.

## 2.3 Safety

The project corridors include a diverse combination of roadway characteristics in a relatively short distance. Each facility was reviewed contextually and compared to the expected safety performance of facilities with similar characteristics.

Crash data was extracted from the Enhanced Tennessee Roadway Information Management System (E-TRIMS) for a period from January 2018 through December 2022. Individual crashes were associated with the nearest intersection if they were located within 250 feet. Crashes outside this radius were related to the segment they occurred on. In some cases, crashes were reviewed in more detail to determine which facility they were most closely associated with.

Roadway and intersection characteristic data was extracted from E-TRIMS. Based on these characteristics, values were assigned to roadway features representing the Statewide average crash rate values as reported by TDOT for the period of January 2019 through December 2021. Critical crash rates were calculated, representing the crash rate threshold necessary to declare with 99% confidence that crashes occurred at an elevated rate for each facility. A comparison of the actual crash rate to the critical crash rate for each intersection, segment, and spot analysis is shown in Figure 2-6. When the Actual to Critical crash ratio exceeds 1.0, the location is considered to be significantly above the expected crash frequency.

Approximately 1,500 crashes occurred in total over the entire study area, for the 5-year study period. Intersections accounted for approximately 68% of all crashes in the study area. Based on traffic volumes and Statewide average crash rates, only approximately 38% of expected crashes would be at intersections. A higher than expected portion of the intersection crashes occurred at unsignalized intersections, but many of these may in fact be segment-related crashes occurring near an intersection.

Many intersection and segment locations with crash rates above the critical rate are in congested areas, with a high number of driveway access points. These congested areas occur on Stone Drive, immediately west and east of John B Dennis Highway, as well as on the northmost section of John B Dennis Highway, between Armstrong Drive and Brookside Drive. Some isolated intersections were also identified as crash risks. Crashes in these areas were examined in more detail according to crash manner to identify specific safety concerns that could potentially be mitigated with recommendations for improvements. Appendix C contains the crash summary sheets for intersections and segments within the study area.



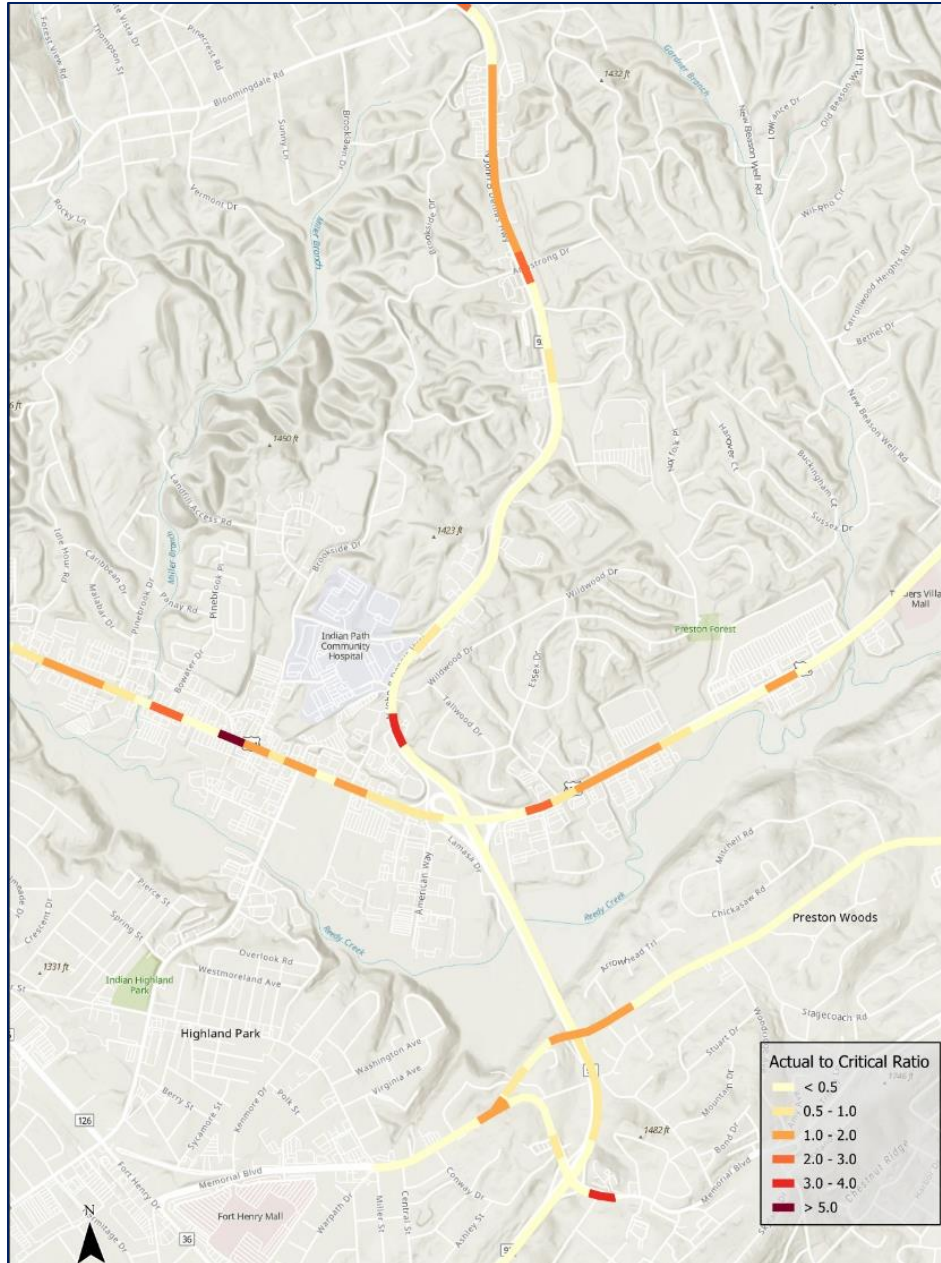


Figure 2-6 Actual Crash Rate-to-Critical Ratio by Location

## 2.4 Roadway Characteristics

According to TDOT's Functional Classification System map provided in Figure 2-7, John B Dennis Highway is classified as a Freeway and Expressway south of its intersection with Stone Drive. North of that intersection, the roadway is considered to be a Minor Arterial. Stone Drive is considered to be a Principal Arterial. The posted speed limit is 50 mph throughout John B Dennis Highway, with the exception of the school zone encompassing Tennessee College of Applied Technology Elizabethton – Kingsport Instructional Service Center, where the speed limit is 30 mph during school hours. The posted speed limit is 45 mph throughout Stone Drive.

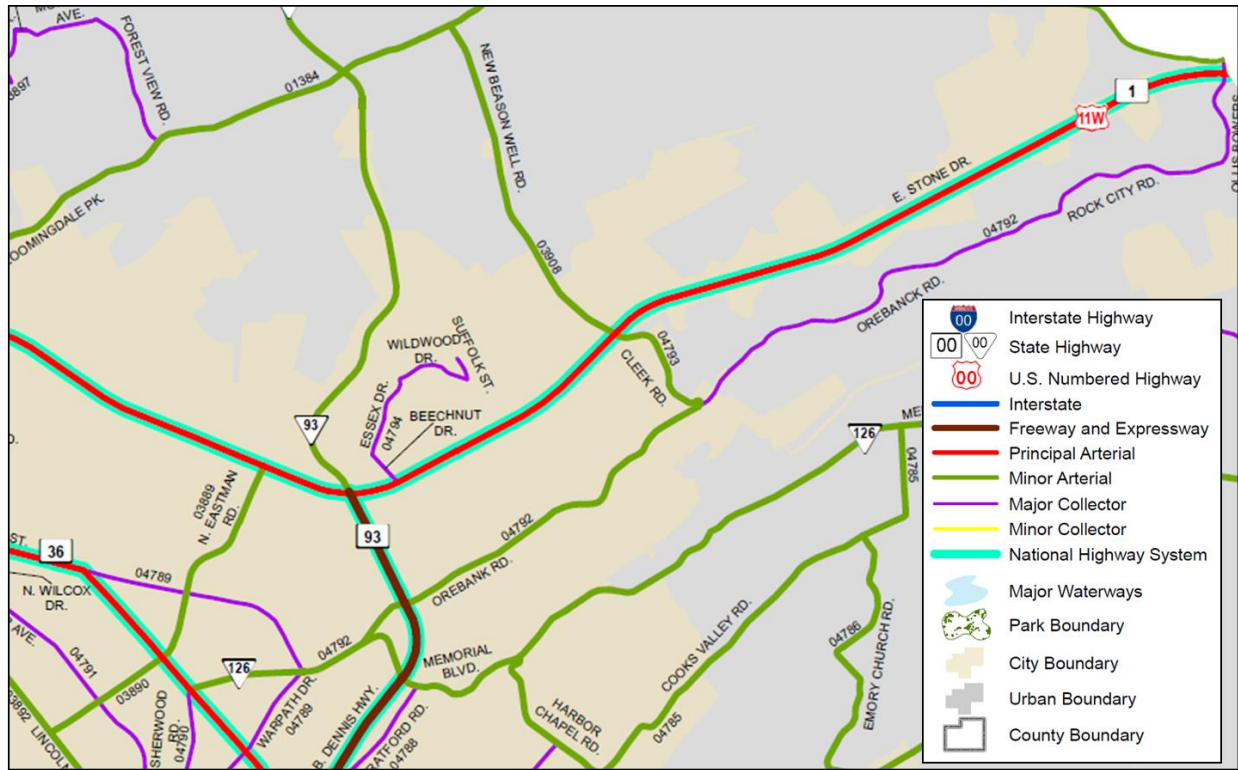


Figure 2-7. TDOT Functional Classification Map

The cross section of N. John B Dennis Highway (SR 93) consists of two 12-foot travel lanes in each direction. The paved outside shoulder varies between 4-feet and 12-feet, the paved inside shoulder varies between 0-feet and 12-feet. There is a grass median throughout the corridor that varies in width between 4-feet and 30-feet. The cross section of East Stone Drive (SR 1/US 11W) consists of three 12-foot travel lanes in each direction in the western area of the corridor and a 12-foot two-way left turn lane. This section of the corridor also has 3-foot bike lines on either side. The cross-section then transitions to two 12-foot travel lanes in each direction with a median. This median varies in width between 4-feet and 30-feet wide, and varies in material between concrete, grass, and a painted median. The paved outside shoulder varies between 6-feet and 14-feet. In areas with a grass or concrete median, the inside shoulder varies between 1-foot and 4-feet.

## 2.5 Traffic Volumes

Both Stone Drive and John B Dennis Highway are primary routes that carry a high volume. Stone Drive volumes are approximately 31,000 vehicles per day and 26,000 vehicles per day immediately west and east of John B Dennis Highway, respectively. John B Dennis Highway carries approximately 26,000 vehicles per day to the south of Stone Drive. North of the interchange, John B Dennis Highway carries approximately 16,000 vehicles per day. Figure 2-8 presents the 2022 average daily traffic recorded by TDOT. Appendix B contains the turning movement counts collected for the corridors’ operational analysis.



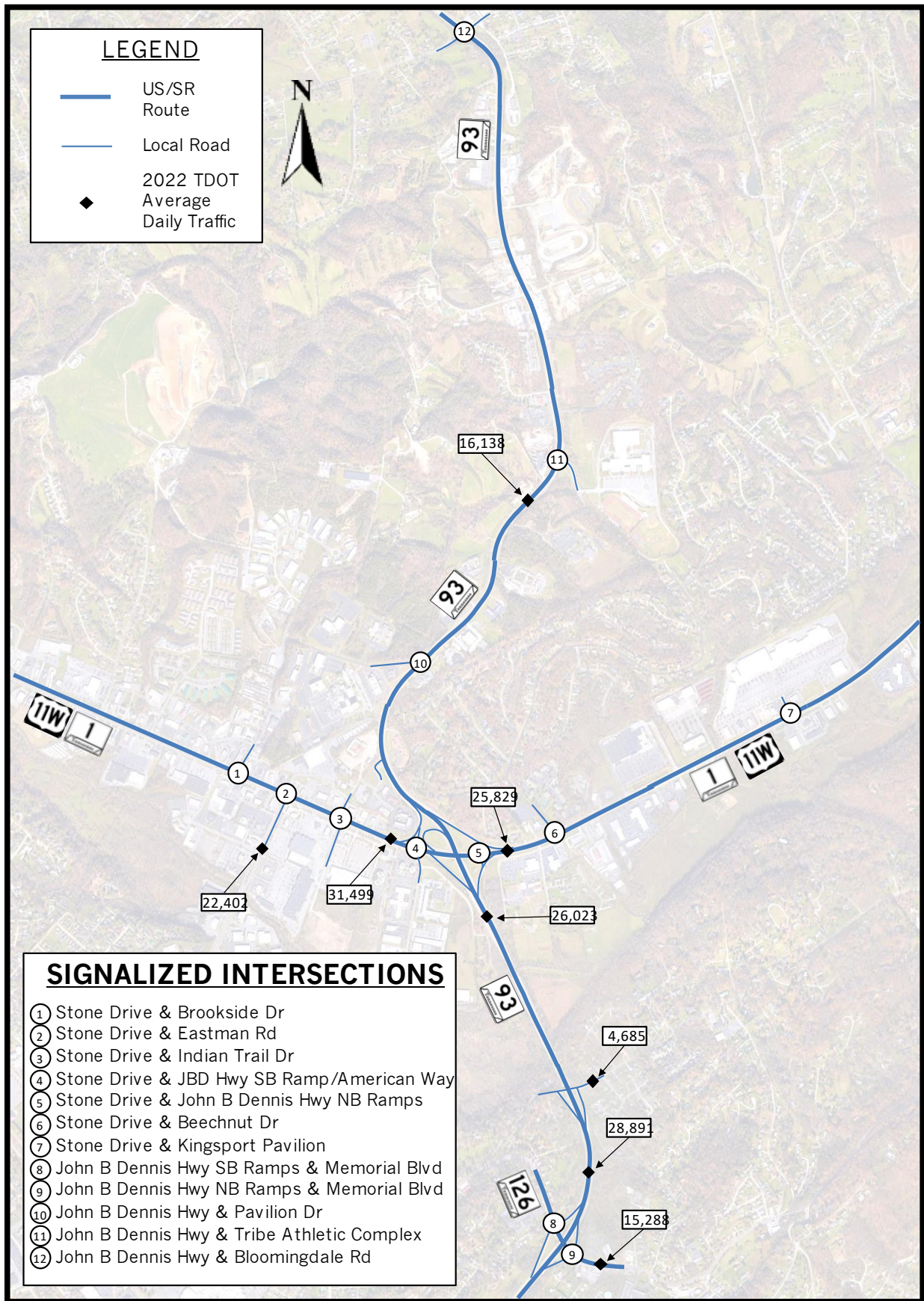


Figure 2-8. 2022 TDOT Average Daily Traffic

Kingsport, TN SR 93 & SR 1 | 12

## 2.6 2022 Level of Service & Capacity

To evaluate the current operations of the traffic control devices, capacity, and level of service (LOS) were calculated using the Highway Capacity Manual (HCM), published by the Transportation Research Board (TRB). Signalized and unsignalized intersections are evaluated based on estimated intersection delays, which may be related to LOS.

The capacity of an intersection represented by the intersection V/C (volume/capacity) ratio is the calculation of traffic volumes in relation to the intersection geometry, signal phasing, and the green time assignment for any traffic movement. Capacity ratios between 0.80 and 0.90 represent acceptable and efficient use of the intersection's geometry, whereas capacity ratios over 0.90, intersections operating near or over capacity, may be less stable and greater delays may occur more often. Signalized delays are attributed to the intersection geometry and the signal timing employed. In saturated traffic or over-capacity conditions, delay may be reduced, but capacity may only be marginally improved. Signal phasing improvements may improve capacity and decrease delays, but capacity issues often require intersection geometric improvements.

LOS and capacity measure an intersection's ability to accommodate traffic volumes. LOS for intersections ranges from A to F. LOS A is the best, and LOS F is failing. For signalized intersections, a LOS of A has an average estimated intersection delay of less than 10 seconds, and LOS F has an estimated delay of greater than 80 seconds. A LOS of C and D are typical design values. Within urban areas, a LOS D, with a delay between 35 and 55 seconds, is considered acceptable by the Institute of Transportation Engineers (ITE) for signalized intersections. Table 2-3 presents a description of the signalized LOS.

**Table 2-3 Level of Service Description for Signalized Intersection**

LOS	Average Control Delay per Vehicle (seconds)	Description
A	≤ 10	Very low delay with extremely favorable progression. Most vehicles don't stop.
B	> 10.0 and ≤ 20.0	Generally good progression. Increased number of stops from that described for LOS "A" resulting in higher delays.
C	> 20.0 and ≤ 35.0	Fair Progression with increased delay. Number of stopping vehicles become significant; however, many still pass through the intersection without stopping. Stable flow.
D	> 35.0 and ≤ 55.0	The influence of congestion becomes more noticeable. Longer delays resulting from unfavorable progression, longer cycles, or high V/C ratios. Approaching unstable flow.
E	> 55.0 and ≤ 80	Limit of acceptable delay. Long delays associated with poor progression, long cycles, or high V/C ratios.
F	> 80.0	Unacceptable operation resulting from oversaturation (flow rates exceed capacity). Poor progression, long cycles, and high V/C ratios.

SOURCE: Highway Capacity Manual, TRB Special Report 209



Network level-of-service (LOS) was calculated using Highway Capacity Manual (HCM) methodology. A model was constructed using Synchro software, and HCM 2000 analysis was reported for at-grade intersections. Merge and diverge LOS analysis was performed for the controlled-access portion of John B Dennis Highway using Highway Capacity Software (HCS). LOS for the controlled access portion of Stone Drive and John B Dennis Highway are shown in Table 2-4 Signalized Intersection Levels-of-Service. Segment and ramp analysis using HCS are shown in Table 2-5 Segment and Ramp Levels-of-Service for John B Dennis Highway.

**Table 2-4 Signalized Intersection Levels-of-Service**

SIGNAL GROUP	PEAK HOUR	EXISTING		
		V/C	Average Delay	Level of Service
Stone Drive & Brookside Drive	AM	0.61	23.3	C
	MID	0.76	39.3	D
	PM	0.76	37.8	D
Stone Drive & N Eastman Road	AM	0.39	18.1	B
	MID	0.74	25.2	C
	PM	0.76	40.7	D
Stone Drive & Indian Trail	AM	0.38	24	C
	MID	0.63	21.9	C
	PM	0.73	30.4	C
Stone Drive & JBD Hwy SB/ American Way	AM	0.32	11.6	B
	MID	0.51	18.1	B
	PM	0.61	12.3	B
Stone Drive & John B Dennis Hwy NB	AM	0.37	18.8	B
	MID	0.66	25.4	C
	PM	0.87	45.2	D
Stone Drive & Beechnut Drive/Springdale Lane	AM	0.35	9.3	A
	MID	0.55	10.1	B
	PM	0.73	15.2	B
Stone Drive & Pavilion Shopping Center	AM	0.37	14.8	B
	MID	0.63	25.6	C
	PM	0.74	29.2	C
Memorial Blvd & John B Dennis Hwy SB	AM	0.47	10.8	B
	MID	0.32	16.6	B
	PM	0.61	22.1	C
Memorial Blvd & John B Dennis Hwy NB	AM	0.5	9.9	A
	MID	0.24	9.1	A
	PM	0.48	14	B
John B Dennis Hwy & Pavilion Drive	AM	0.32	13.7	B
	MID	0.36	19.4	B
	PM	0.59	29.9	C
John B Dennis Hwy & Tribe Athletic Complex	AM	0.28	2.7	A
	MID	0.27	3.5	A
	PM	0.44	4.2	A
John B Dennis Hwy & Bloomingdale Road	AM	0.49	34.4	C
	MID	0.33	27.3	C
	PM	0.57	30.6	C

Table 2-5 Segment and Ramp Levels-of-Service for John B Dennis Highway

Section	Southbound LOS			Northbound LOS		
	Type	AM	PM	Type	AM	PM
North of Stone Dr	Segment	A	A	Segment	A	A
Stone Dr Ramp	Diverge	A	A	Merge	A	B
Stone Dr Overpass	Segment	A	A	Segment	A	A
Stone Dr WB Ramp	Merge	A	A			
Stone Dr EB Ramps	Merge	A	B	Diverge	B	B
Stone Dr to Orebank Rd	Segment	A	B	Segment	B	B
Orebank Rd Ramp	Merge	B	B	Diverge	B	B
Memorial Blvd Ramp	Diverge	A	B	Merge	B	B
Memorial Blvd Overpass	Segment	A	B	Segment	A	B
Memorial Blvd Ramp	Merge	B	B	Diverge	B	B
South of Memorial Blvd	Segment	A	B	Segment	A	B
<b>Facility</b>		<b>A</b>	<b>B</b>		<b>B</b>	<b>B</b>

Existing signalized intersection LOS values are all a D or better, with PM peak values generally performing worse than AM. Additionally, the intersection of Pavilion Drive and Brookside Drive is operating with a LOS B on the stop-controlled westbound approach and LOS A for the Brookside Drive approaches for all peak periods.

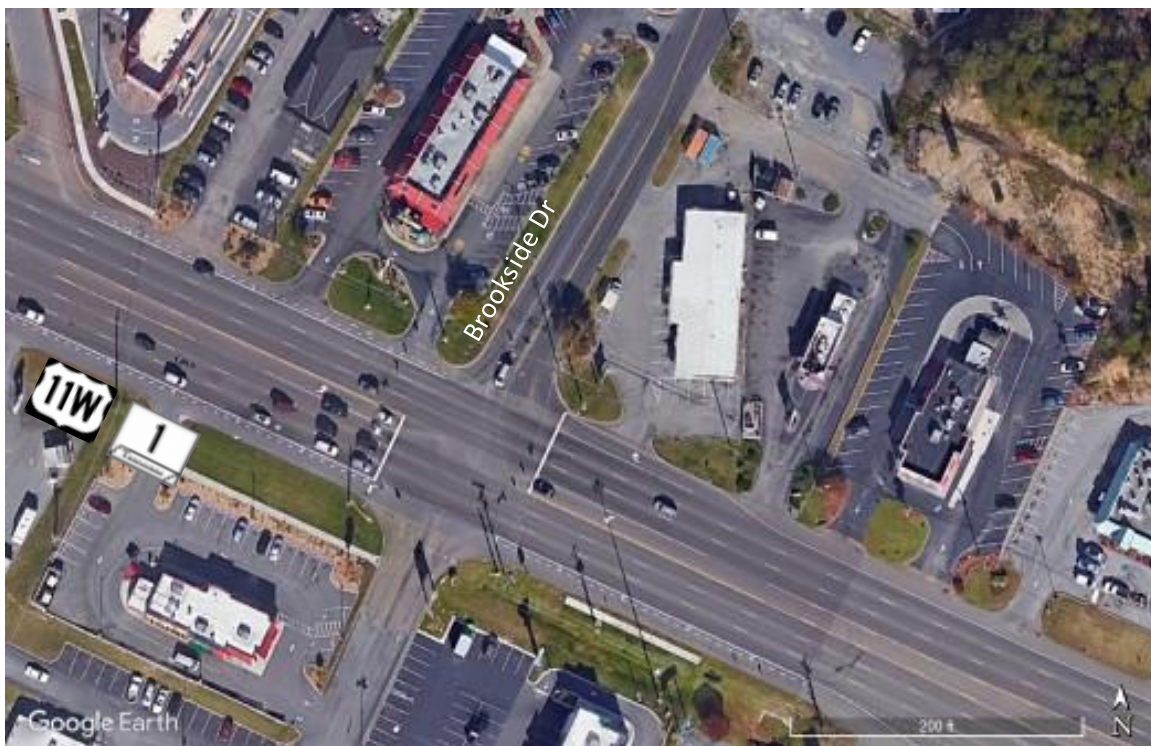
## 2.7 Intersection Characteristics

### Stone Drive & Brookside Drive

#### *Geometry & Operation*

The traffic signal is a steel strain pole and span wire installation providing signalized access for Brookside Drive to the north and a driveway to the south. This signal is situated at the far western edge of the project area. For vehicles approaching from the north and south, the signal allows one side to go before the other (this is known as 'split-phased'). The Brookside Drive and driveway approaches include separate left-turn lanes. These minor approaches are also provided with right-turn overlaps but without the right-turn lanes, limiting the efficiency it could provide. Stone Drive has protected-only left-turn phasing.

The intersection has a sidewalk in the northwest quadrant adjacent to McDonald's with a center handicap curb ramp. Stone Drive has a marked bike lane through the intersection with an eastbound bike lane ending east of Brookside Drive. Notably, the intersection lacks designated crosswalks and signals for pedestrians.



#### *Safety*

Brookside Drive stands out among the corridor intersections with the highest number of crashes, totaling 115 reported collisions. Most of these incidents can be attributed to rear-end collisions that account for 66 reports and angle collisions reported in 37 incidents. The most common injury types were 73 cases of possible injuries and 26 cases of inflicted injuries. Comparatively, the intersection's crash rate is significantly above the statewide average, nearly doubling the critical rate.

## Stone Drive & N Eastman Road

### *Geometry & Operation*

The signal is a steel strain pole and span wire installation providing signalized access for N Eastman Road to the south and a driveway to the north. The north and south approaches are split-phased. Stone Drive has protected-only left-turn phasing. The northbound approach is a major arterial approach with double left-turn movement and a separate right-turn lane with a right-turn overlap. Similar geometry is provided for the driveway approach.

The intersection does not have sidewalks or curb handicap ramps. There are pedestrian heads and push buttons for the N Eastman Road approach, but the pushbutton for the southeast corner is inaccessible due to brush.



### *Safety*

This intersection had 107 reported collisions varying in types, with the majority consisting of 46 rear-end collisions and 38 angle collisions. Of these collisions, 72 have resulted in possible injuries, 17 property damage reports, and 18 cases of injuries, resulting in a crash rate significantly above the statewide average and the critical rate.



## Stone Drive & Indian Trail Drive

### *Geometry & Operation*

The signal is a mast arm installation. The north and south approaches are split-phased. Stone Drive has protected-permissive left-turn phasing.

The intersection has a sidewalk limited to the north side to the west. Crosswalks are provided across Stone Drive and Indian Trail Drive north approach with markings and signal control. A refuge area is provided in the median.



### *Safety*

With a crash rate significantly above the statewide average and critical rate, the Indian Trail Drive intersection has received a total of 84 collision reports over the 5-year period. Most of these reports occurred due to either a rear-end collision (47) or angle collision (22), resulting in 50 cases of possible injuries, 18 injuries, and 16 reports of property damage.

## Stone Drive & John B Dennis Highway Southbound Ramp

### *Geometry & Operation*

The signal is a steel strain pole and span wire installation. The northbound and southbound approaches to the signal control are single lanes—the large southbound channelized yield-controlled right-turn movement from John B Dennis Highway. The intersection does not have sidewalks with handicap curb ramps. The north and south approaches are concurrently phased. Stone Drive has protected/permissive left-turn phasing. The channelized yielding right-turn movement from southbound John B Dennis Highway to westbound Stone Drive can significantly conflict with westbound traffic on Stone Drive. This conflict is increased if traffic from John B Dennis Highway is destined for any commercial businesses on Stone Drive's southside.



### *Safety*

There has been a total of 37 collisions taking place at the intersection. Like several other locations throughout the corridor, the majority of reported incidents can be accounted for by 14 angle collisions and 14 rear-end collisions. Despite the number of collisions at the intersection, the crash rate is below the statewide average and the critical rate.

At the right-turn off-ramp from southbound John B Dennis Highway, a majority of the 8 collision reports were the product of rear-end collisions (3), angle collisions (2), and sideswipe (same) collisions (2). The intersection's crash rate is above the statewide average but below the critical rate.

## Stone Drive & John B Dennis Highway Northbound Ramps

### *Geometry & Operation*

The signal is a steel strain pole with span wire installation. The northbound off-ramp approach includes a double left-turn movement and a large, channelized yield-controlled right-turn movement. Eastbound Stone Drive has protected/permissive left-turn phasing. Adverse traffic queues develop during the afternoon peak hours, which spill over to the eastbound thru traffic movement, impeding the traffic movement and presenting a significant conflict that could result in rear-end collisions. The intersection does not have any sidewalks or pedestrian signal phasing.



### *Safety*

At the northbound on- and off-ramps, there have been 14 collisions within the 5-year period, with most occurring due to either rear-end collision or opposing left collision. Despite the crash rate being below the statewide average and critical rate, there has been one incident resulting in a fatal injury and the remaining reports resulting in primarily possible injuries and property damage.



## Stone Drive & Beechnut Drive/Springdale Lane

### *Geometry & Operation*

The signal is a steel strain pole with a span wire configuration. The northbound approach is a single lane, and the southbound approach includes two lanes with a separate right-turn lane. The intersection does not have sidewalks or pedestrian traffic control. The north and south approaches are concurrently phased, and Stone Drive has protected/permissive left-turn phasing.



### *Safety*

The 40 total collision reports were primarily due to 27 rear-end collision reports. Of these incidents, the large majority of collisions were related to possible injuries and property damage. Despite the volume of collisions, the crash rate of the intersection remains below the statewide average and the critical rate.



## Stone Drive & Pavilion Shopping Center

### *Geometry & Operation*

The signal is a mast arm installation. The north and south approaches are split-phased. Stone Drive has protected-only left-turn phasing. Vehicle detection is video for the driveway approaches. The intersection has a sidewalk limited to the north side with curb handicap ramps. There are not any pedestrian crosswalks or signal control.



### *Safety*

A total of 83 collisions have been reported at this intersection, resulting in a crash rate significantly above the statewide average and the critical rate. Most of these reports result from either a rear-end or an angle collision that took place in 50 and 22 incidents, respectively. The large majority of collisions (71) resulted in possible injury and property damage.

## John B Dennis Highway & Pavilion Drive

### *Geometry & Operation*

The signal installation is a mast arm signal configuration. The Pavilion Drive and driveway approaches are split-phased. John B Dennis Highway has protected-permissive left-turn phasing. The controller is an older Econolite ASC/3-2100 and an age that exceeds the recommended life of the controller.



### *Safety*

The crash rate of this intersection is above the statewide average, with a total of 32 collisions. Most of these collisions that occurred were the product of either an angle collision (11) or rear-end collision (11), resulting in 22 cases of possible injuries. Despite the number of collisions, the intersection's crash rate is above the statewide average and below the critical rate.



## John B Dennis Highway & Tribe Athletic Complex

### *Geometry & Operation*

The signal is a steel strain pole with a span wire configuration. The westbound driveway approach is two lanes. John B Dennis Highway has protected-permissive left-turn phasing. The controller is an older Econolite ASC/3-2100 and an age that exceeds the recommended life of the controller.



### *Safety*

Over the 5 years, a total of 8 collisions were reported. The reported collisions include 4 single vehicle collisions, 2 angle collisions, and 2 rear-end collisions, primarily resulting in cases of possible injuries. The intersection's crash rate is below the statewide average and the critical rate.

## John B Dennis Highway & Bloomingdale Road

### *Geometry & Operation*

This signal is a wood pole with a span wire configuration. The intersection operates with a 4-phase Peak Transyt traffic signal with left-turn phasing provided for the John B Dennis Highway and Bloomingdale Road approaches. The signal is a Sullivan County signal. The controller is significantly aged, over 30 years.

The Tennessee Department of Transportation identified this signalized intersection for reconstruction in its Traffic Signal Modernization and Maintenance (TSM&M) Program conducted by CDM Smith in the Spring of 2021. This survey and review identified many deficiencies of the intersection requiring improvements.



### *Safety*

The intersection at Bloomingdale Road has the greatest number of collisions along John B Dennis Highway, with 105 reported collisions. A breakdown of the collision data reveals most can be attributed to either a read-end collision (57), angle collision (20), or opposing left collision (20). Of these collisions, 68 resulted in possible injuries, 28 injuries, and 9 cases of property damage. With this many reported collisions, the intersection's crash rate is significantly above the statewide average, more than doubling the critical rate.

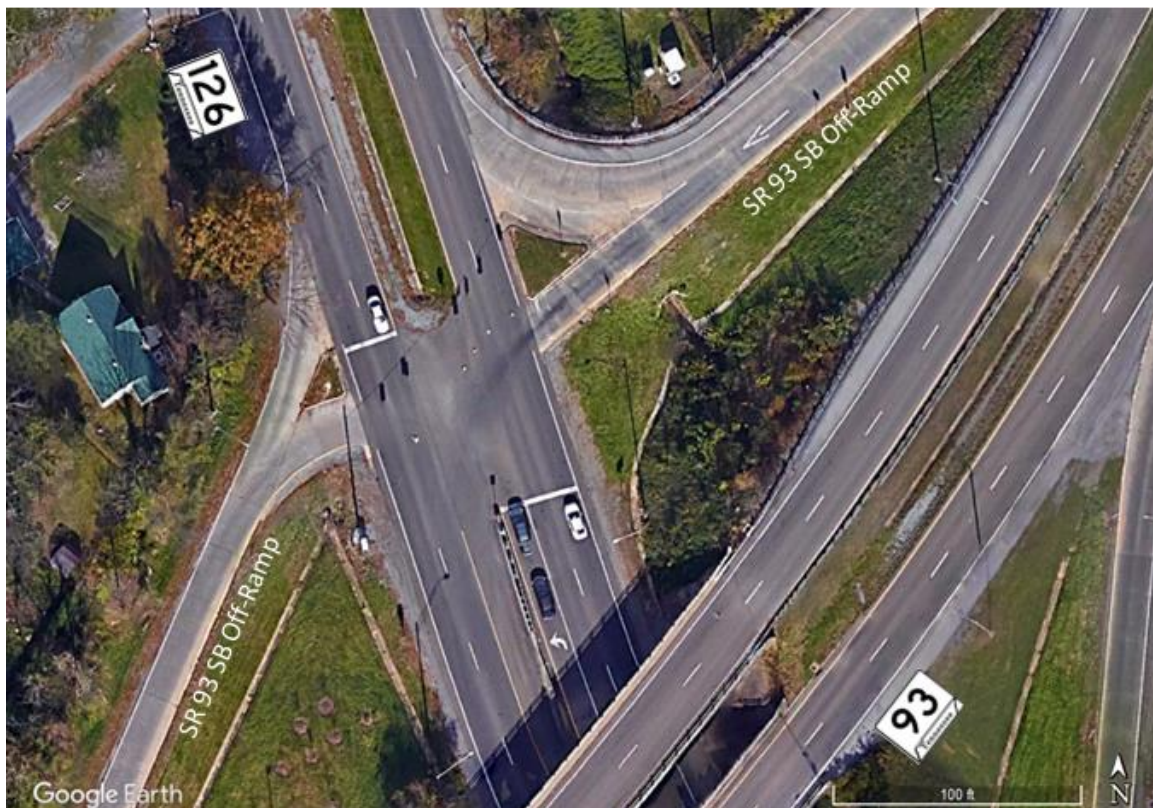


## John B Dennis Highway Southbound Ramps & Memorial Boulevard

### *Geometry & Operation*

This signal is a steel strain pole with diagonal span wire installation providing signalized access from John B Dennis Highway. It has protected/permissive left-turn phasing from westbound Memorial Boulevard to southbound John B Dennis Highway. Adverse queuing from the southbound off-ramp extending back to mainline John B Dennis Highway is observed. There are not any sidewalks or pedestrian traffic control.

Improvements are planned for Memorial Boulevard to increase the capacity and storage of the southbound off-ramp and upgrade the traffic signal. The upgrade should include nearside auxiliary signal heads for the westbound approach for increased visibility due to the horizontal alignment and the overpass structure, which may limit the visibility of the approach displays.



### *Safety*

The majority of the 8 collision reports during the 5-year period were the product of rear-end collisions, resulting in 6 reports of property damage and 2 incidents of possible injuries. All 8 reported collisions occurred at the southeast-bound approach. The intersection's crash rate is below the statewide average and the critical rate.

## John B Dennis Highway Northbound Ramps & Memorial Boulevard

### *Geometry & Operation*

The signal is a steel strain pole with diagonal span wire installation providing signalized access from John B Dennis Highway. It has protected/permissive left-turn phasing from eastbound Memorial Boulevard to northbound John B Dennis Highway. There are not any sidewalks or pedestrian traffic control.



### *Safety*

There have been 5 collision reports within the 5-year period where only 3 rear-end collisions and 2 opposing left collisions have occurred. Of these collisions, 3 resulted in possible injuries and 2 resulted in property damage. With such few collisions, the crash rate at the intersection is below the statewide average and the critical rate.



## John B Dennis Highway & Indian Center Court

### *Geometry & Operation*

This intersection is partial-stop controlled on both approaches of Indian Center Court. To the east, Indian Center Court is an access point for a small assisted living apartment complex. To the west, it connects to various businesses and eventually connects to Stone Drive via Indian Trail Drive. John B Dennis Highway is divided, with approximately 30 feet of median as it intersects Indian Center Court. The roadways intersect in the middle of a long, sweeping horizontal curve, but sight distance is adequate without obstructions due to traffic.

The west approach of Indian Center Court is a two-lane, undivided road, but widens to four lanes divided at the approach to the intersection. Channelized right-turn lanes exist to turn onto and off from John B Dennis Highway, but no acceleration or deceleration lanes exist on John B Dennis Highway itself to serve these right-turn movements. Left-turn lanes on John B Dennis serve both northbound and southbound left-turns from the major route. An acceleration lane exists in the median as well to serve left-turning vehicles from Indian Center Court onto northbound John B Dennis Highway.



### *Safety*

The intersection at Indian Center Court has experienced 26 collisions over the 5-year period, where most were due to 12 angle collisions, 7 single vehicle collisions, and 4 sideswipe (same) collisions, resulting in a crash rate significantly above the statewide average, more than tripling the critical rate. The severity of the collisions included 16 possible injuries, 7 injuries, and 3 property damage cases, where all reports occurred heading northbound SR 93.

## Brookside Drive & Pavilion Drive

### *Geometry & Operation*

This three-approach intersection to the northwest of the Stone Drive and John B Dennis Highway interchange serves a growing volume of mixed-use developments. It is directly behind the Indian Path Community Hospital campus and related healthcare facilities and provides a connection to a number of commercial properties to the north.

Brookside Drive traverses north-to-south, between Stone Drive to the south and commercial and industrial areas to the north. Pavilion Drive approaches from the east, connecting to John B Dennis Highway. The Pavilion Drive approach is stop-controlled, and both approaches of Brookside Drive are uncontrolled. Brookside Drive is a relatively narrow, two-lane, undivided road that carries a considerable number of heavy vehicles. Pavilion Drive is signed with a no-trucks sign at either end, although multiple healthcare facilities have no access other than to Pavilion Drive. A handful of trucks were recorded using Pavilion Drive during each of the count periods.



### *Safety*

Over the 5-year analysis period, 13 total crashes occurred at this location. A large portion of the crashes are either roadway departures or collisions between vehicles due in some part to the fact that the roadway is relatively narrow with limited space to maneuver vehicles in a curve, especially larger vehicles. Many of the roadway departure crashes are not necessarily intersection-related.



## John B Dennis Highway Merge/Diverge Ramps & Orebank Road

### *Geometry & Operation*

The ramps serving Orebank Road from John B Dennis Highway are in a partial diamond configuration. Ramps only exist to the south of Orebank Road, which serves the northbound off-ramp from John B Dennis Highway as well as the southbound on-ramp to the highway. Both intersect Orebank Road at a three-approach intersection. The northbound off-ramp is stop controlled on its approach. No other traffic control exists at either intersection. Each ramp is approximately 550 feet in length, with no additional deceleration lane for the off-ramp. The on-ramp has a short acceleration lane, approximately 300 feet in length including taper.



### *Safety*

Only two crashes were reported at these ramp intersections at Orebank Road. Both involved westbound rear-ends due to stopped traffic turning left onto the southbound ramp.

Between the Orebank Road and Memorial Boulevard ramps, 6 crashes were reported on John B Dennis Highway, including: 1 conflict between the southbound on-ramp merge and thru traffic, 3 collisions with deer on the highway, and 1 unrelated roadway departure.

## 2.8 Transit

Kingsport Area Transit Service (KATS) operates four bus routes in the City of Kingsport. Routes 3 and 4 both provide service along Stone Drive. Route 4 proceeds briefly along John B Dennis Highway to provide service to Indian Path Community Hospital. It also crosses John B Dennis Highway along Memorial Blvd. Stone Drive west of John B Dennis Highway receives westbound service via Route 3 and eastbound service via Route 4. Route 3 proceeds both directions along Stone Drive between John B Dennis interchange and the Kingsport Pavilion Shopping Center. Between the two routes, most of Stone Drive has transit service both eastbound and westbound.

### Route 3

Stone Drive is primarily serviced by Route 3. This route originates at the transit office to the southwest and is generally a counter-clockwise loop. It approaches from the south at Eastman Road and turns east onto Stone Drive. Two way service is provided along Stone Drive between John B Dennis Highway and the Kingsport Pavilion Shopping Center. When crossing John B Dennis again for the westbound portion, Route 3 follows John B Dennis Highway north and provides service to Indian Path Community Hospital, via Pavilion Drive. It proceeds down Brookside Drive, but does not rejoin Stone Drive until after proceeding west through the Holston Terrace neighborhood, eventually re-entering Stone Drive from Pinebrook Drive and proceeding west. From Pinebrook Drive to the west, the route is westbound only, with stops along the north shoulder of Stone Drive. A route diagram is shown in Figure 2-9.

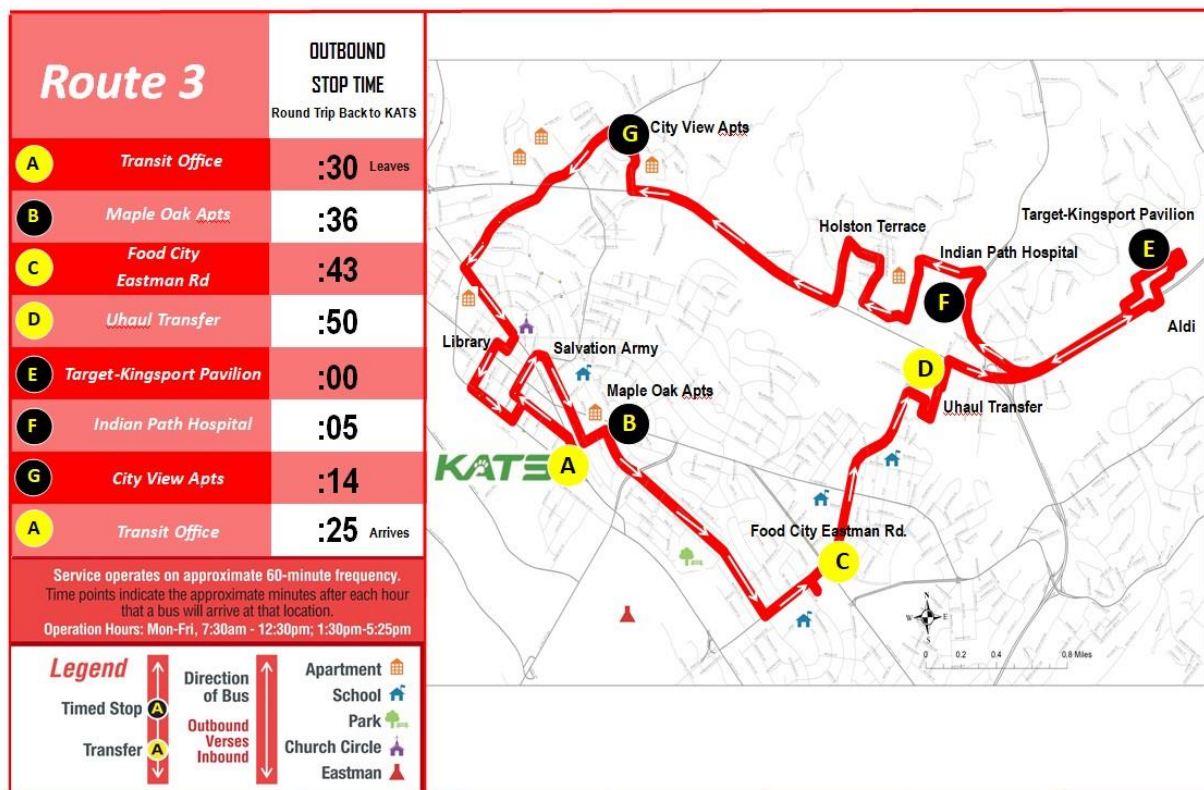


Figure 2-9 Kingsport Area Transit Service Route 3 Map (<https://www.kingsporttransit.org/routes/>)

## Route 4

Eastbound service along Stone Drive west of the John B Dennis interchange is provided by Route 4, shown in Figure 2-10 below. This route enters the project area from the west, proceeds eastbound along Stone Drive to Indian Trail Drive. It then turns left and adds a short counter-clockwise loop to provide service to the Kroger shopping center, before crossing Stone Drive at Eastman Road and proceeding south.

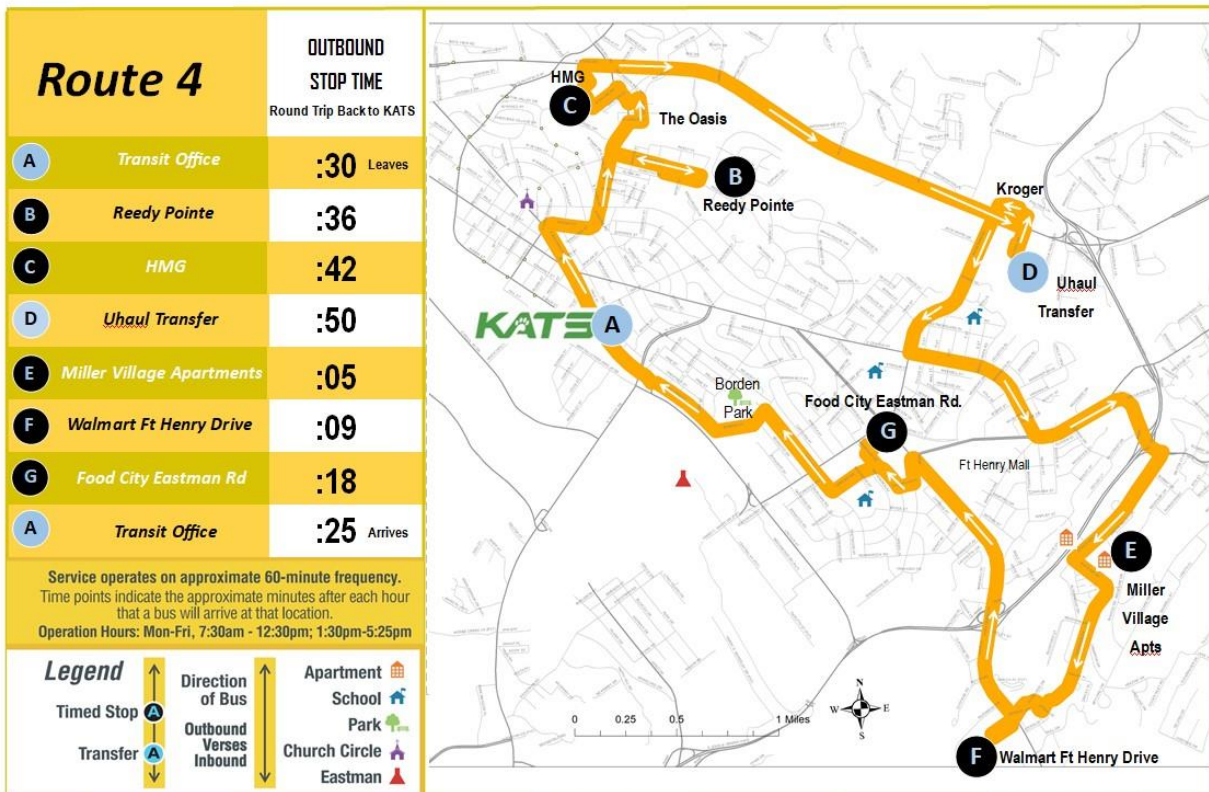


Figure 2-10 Kingsport Area Transit Service Route 4 Map (<https://www.kingsporttransit.org/routes/>)

# SECTION 3 PUBLIC ENGAGEMENT

Public engagement in the study process is essential for the project team to understand and analyze existing conditions based on user perceptions. Throughout the study, the project team solicited feedback from a steering committee consisting of representatives from the City of Kingsport, the Kingsport Metropolitan Transportation Planning Organization (MTPo), the Kingsport Area Transit Service (KATS), and the Tennessee Department of Transportation (TDOT). Public engagement meetings were held to solicit public feedback and understand the corridor users' concerns, opportunities, and values. To maximize opportunities for public engagement, the project team also conducted an online public survey.



## 3.1 Steering Committee Meetings

Including the kick-off, a total of six meetings were held with the steering committee. Members of the steering committee were vital in providing technical expertise, information, and understanding of local conditions, which may not be evident from data collection and visual observation. The meeting minutes are provided in Appendix J. All steering committee meetings were virtual.

**September 30, 2022** – Initial kick-off meeting in which the project scope and schedule were reviewed, the approach to the operational and safety analysis was discussed, and existing areas of concern along the corridor were mapped.

**November 17, 2022** – Status update meeting and discussion of online survey questions for public engagement.

**January 13, 2023** – Review of traffic volume counts and initial capacity analysis. Overview of public survey responses to date.

**March 17, 2023** – Review of public survey responses.

**April 17, 2023** – Review of crash data, discussion of initial recommendations, and review of materials for the first public meeting.

**June 12, 2023** – Discussion of findings and feedback from the first public meeting and review of updates to initial recommendations.

## 3.2 Public Survey

The public survey was generated using MetroQuest Studio and was available from January 2, 2023, through January 31, 2023. To publicize the survey, information was posted on the Kingsport MTPD and City of Kingsport websites and Facebook pages. A press release was sent to the Kingsport Times-News newspaper.

The home page of the MetroQuest survey is shown in Figure 3-1. The survey received 881 visitors, of which 505 participated in the survey. The survey asked respondents to comment and respond on areas where they felt improvements should be made as well as leave general comments. A ranking exercise was included to ascertain public values for improving the corridor, which asked respondents to prioritize areas of importance. Driver behavior, lack of lanes for the amount of traffic, and improper signal timing were the top three ranked categories. In addition to ranking values, a funding exercise was presented to respondents asking them to identify projects they would fund with limited resources. Respondents funded an improved interchange at Stone Drive and John B Dennis Highway as the top priority, followed by signal timing improvements and improvements to signage, pavement markings, and lighting.

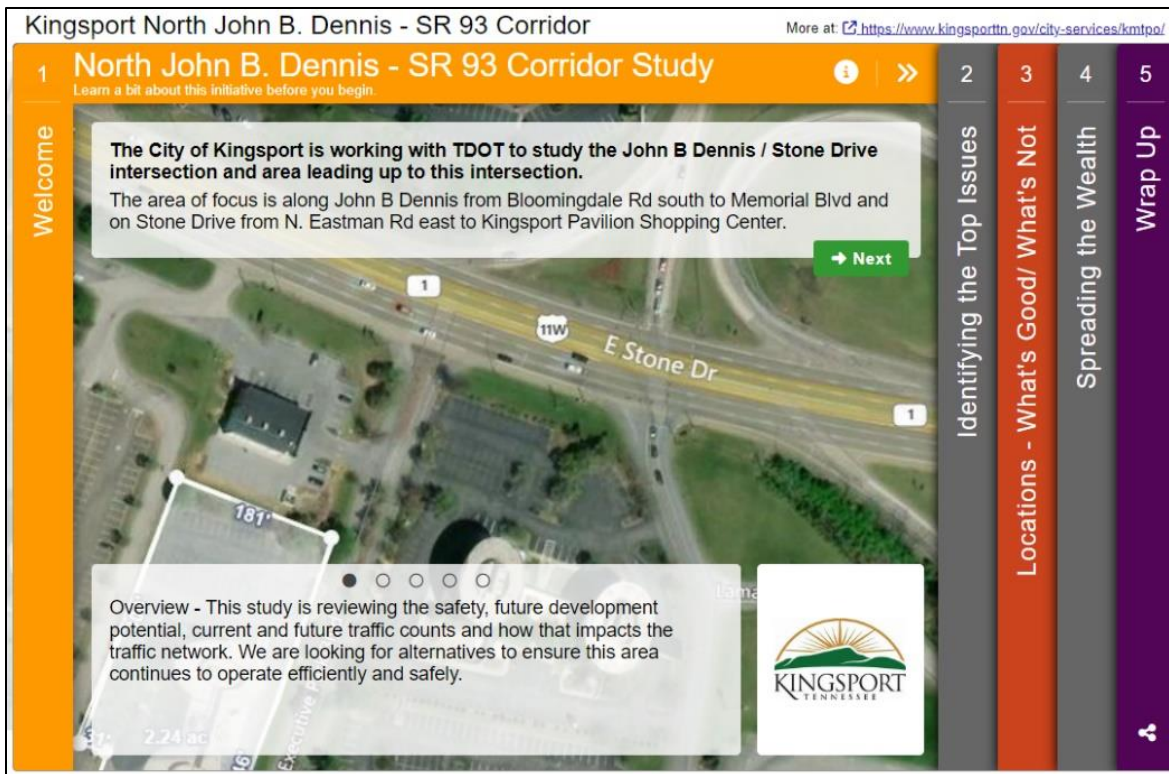


Figure 3-1 MetroQuest Snapshot of Public Survey

Respondents were also presented with a map and the ability to place markers on locations where they felt improvements were needed. The type of improvement categorized the markers. Congestion and Safety received the most markers, followed by Traffic Signals. The Congestion markers were highly concentrated in proximity to the Stone Drive and John B Dennis Highway interchange. The Safety markers were more evenly dispersed but showed a significant concentration at Stone Drive and John B Dennis Highway interchange.

Regarding Traffic Signals, respondents' concerns were evenly distributed amongst existing signals indicating they are in need of improvement. A detailed summary of the survey responses is provided in the Stakeholder Meeting Minutes from March 17, 2023, in Appendix J.

### 3.3 Public Meetings

Two public meetings were held to solicit feedback on the proposed recommendations and allow the public to speak directly with the project team.

**May 9, 2023** – The first public meeting was held at the City of Kingsport City Hall. The project team reviewed the purpose of the project and identified improvement opportunities. Results of the public survey were presented. Following the presentation, attendees were encouraged to engage in conversation with the project team around the display boards and to provide comments on the initial recommendations.

**June 28, 2023** – The second public meeting was also held at the City of Kingsport's City Hall. The project team reviewed the project's purpose for individuals who may be hearing about the corridor study for the first time. The revised concepts were presented to the public, and attendees were encouraged to provide comments on the recommendations. Maps were available with proposed improvements, and attendees could leave comments and discuss the area with the project team.

## SECTION 4

# FUTURE CONDITIONS

Capacity analysis of the network was performed on a 25-year horizon. Traffic volumes collected in 2022 were projected to Year 2047 based on a flat background growth of 0.8% per year, resulting in a total 20% increase to the system. The 0.8% growth is a conservative estimate relative to the growth rates from present to 2045 that are calculated in the travel demand model contained in the Kingsport 2045 Long Range Transportation Plan. Using these volumes, future year LOS is reported according to the same methodology as existing conditions.

### 4.1 Intersection Levels of Service

Most signalized intersections on the two study corridors are projected to perform considerably better with the optimized network timing provided in the TSMO Plan. In almost all cases, the existing LOS thresholds are the same or improved in the future year 2047 with timing improvements alone. In fact, the only exception to this is the intersection of Stone Drive & Pavilion Shopping Center, which is reduced from a LOS C during the year 2022 PM peak to a LOS D in the year 2047 PM peak. A full summary of the performance measures at each signalized intersection in both analysis years is included in the TSMO Plan Table 9 and a summary table in Part 1 of Appendix F.

### 4.2 Freeway Level of Service

The controlled access portion of John B Dennis Highway is projected to have satisfactory LOS in the future analysis period. No location or peak period performed at less than a LOS B in the HCS analysis, the results of which are displayed in Table 4-1 and Table 4-2 below.

**Table 4-1 John B Dennis Highway Southbound Performance**

Section	Type	Existing Year 2022				Future Year 2047			
		LOS		Density/ Capacity		LOS		Density/ Capacity	
		AM	PM	AM	PM	AM	PM	AM	PM
North of Stone Dr	Segment	A	A	.13	.21	A	A	.16	.21
Stone Dr Ramp	Diverge	A	A	.13	.21	A	A	.15	.21
Stone Dr Overpass	Segment	A	A	.09	.14	A	A	.11	.14
Stone Dr WB Ramp	Merge	A	B	.15	.30 <sup>1</sup>	A	B	.18	.30 <sup>1</sup>
Stone Dr EB Ramps	Merge	A	B	.20	.44	A	B	.24	.44
Stone Dr to Orebank Rd	Segment	A	B	.20	.44	A	B	.24	.44
Orebank Rd Ramp	Merge	B	B	.22	.45	B	B	.27	.45
Memorial Blvd Ramp	Diverge	A	B	.22	.45	B	B	.27	.45
Memorial Blvd Overpass	Segment	A	B	.17	.32	A	B	.21	.32
Memorial Blvd Ramp	Merge	B	B	.25	.37	B	B	.30	.37
South of Memorial Blvd	Segment	A	B	.25	.38	B	B	.30	.38
<b>Facility</b>		<b>A</b>	<b>B</b>			<b>A</b>	<b>B</b>		

<sup>1</sup>Ramp d/c reported when it exceeds freeway d/c



Table 4-2 John B Dennis Highway Northbound Performance

Section	Existing Year 2022					Future Year 2047			
	Type	LOS		Density/ Capacity		LOS		Density/ Capacity	
		AM	PM	AM	PM	AM	PM	AM	PM
North of Stone Dr	Segment	A	A	.20	.23	A	A	.23	.23
Stone Dr Ramp	Merge	A	A	.19	.22	A	A	.23	.22
Stone Dr Overpass	Segment	A	A	.15	.13	A	A	.17	.13
Stone Dr Ramp	Diverge	B	B	.39 <sup>1</sup>	.49 <sup>1</sup>	B	B	.47 <sup>1</sup>	.49 <sup>1</sup>
Stone Dr to Orebank Rd	Segment	B	B	.32	.35	B	B	.38	.35
Orebank Rd Ramp	Diverge	B	B	.02	.08	B	B	.39	.38
Memorial Blvd Ramp	Merge	B	B	.22	.21	B	B	.39	.38
Memorial Blvd Overpass	Segment	A	B	.23	.29	B	B	.28	.29
Memorial Blvd Ramp	Diverge	A	B	.05	.16	B	B	.30	.36
South of Memorial Blvd	Segment	A	B	.25	.36	B	B	.31	.36
<b>Facility</b>		<b>A</b>	<b>B</b>			<b>B</b>	<b>B</b>		

<sup>1</sup>Ramp d/c reported when it exceeds freeway d/c

# SECTION 5

## RECOMMENDATIONS

The following sections describe the recommendations that were developed based on data collection, existing conditions assessments, discussions with the steering committee, and comments received from the public engagement efforts. These recommendations are designed to address the identified challenges presented in the Existing Conditions and provide solutions to make the corridor safer, more efficient, and more accessible to all users.

Each recommendation includes a high-level planning cost that does not account for utility relocations or right-of-way acquisition. The costs were calculated using TDOT's Cost Estimate Tool, which is based on average unit prices from TDOT 2021 bids, and then inflated to 2023 dollars. Quantities were determined from the concept drawings presented in the subsequent sections and should be refined during the detailed design phase. The cost estimate worksheets are provided in Appendix K.

### 5.1 Stone Drive

Within the study area, Stone Drive is a four-lane roadway with a center two-way left-turn lane for most of its length. The high driveway density leads to several conflicts. Pedestrian infrastructure is limited but is being added as property redevelops in the area. The single block between Eastman Road and Indian Trail Drive with a raised median provides a good model for an access management strategy that can be expanded along the corridor. Access management also improves pedestrian safety by reducing the number of conflicts and decision points for both drivers and pedestrians. Combining this with separate facilities for pedestrians will go a long way towards making this a more walkable corridor.

#### 5.1.1 Brookside Drive to Eastman Road Median Treatment

The existing raised median east of Eastman Road is recommended to be extended an additional block to Brookside Drive. Excluding crashes within the two intersections, 33 crashes occurred on this block of Stone Drive, during the 5-year study period, with approximately half (15) being angle crashes. Three of these resulted in injury. The rest of the crash occurrences were primarily rear-ends, which may be related more to congestion.

A raised median would significantly reduce angle conflicts away from the intersections and is likely to minimize angle crashes by approximately 50%, potentially reducing the overall crash total in this segment by 25% or more.

**Cost Estimate: \$37,600**



## 5.1.2 Stone Drive Intersection Improvements

### Crosswalk Markings

Existing crosswalk markings at the intersection of Stone Drive and Indian Trail Drive match the specification found in TDOT Standard Drawing T-M-4 (see Figure 5-1) for longitudinal crosswalk markings, with 24" thermoplastic lines separated by 24" gaps. This is the preferred style of crosswalk design for roadways with vehicle speeds over 40 miles per hour.

It is recommended that new crosswalks implemented on Stone Drive follow these guidelines and all additional TDOT specifications.

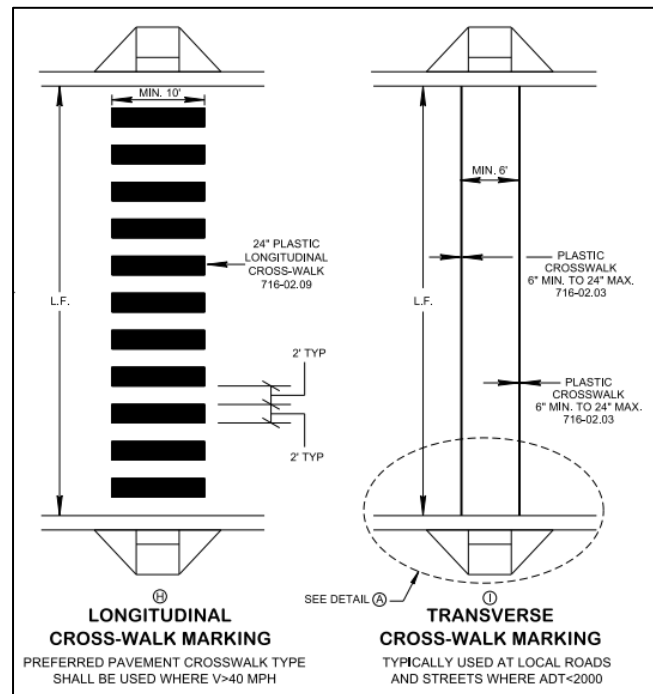
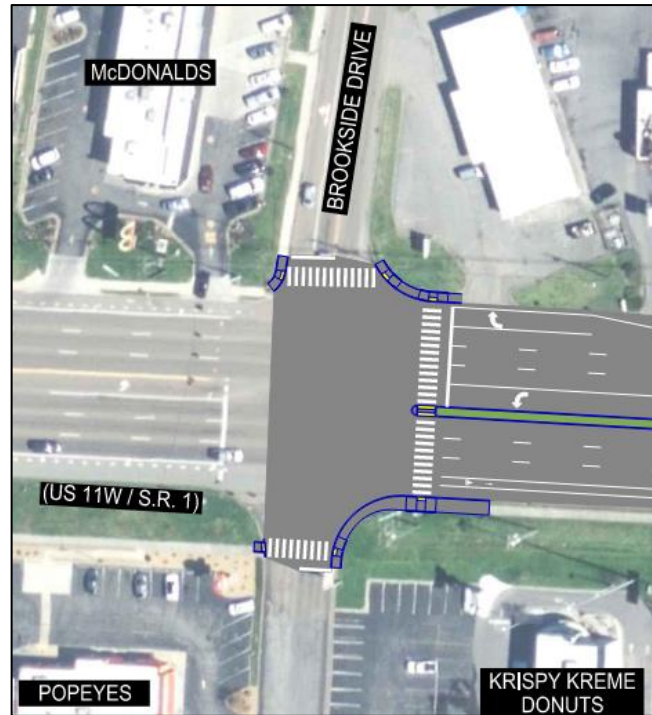


Figure 5-1 Crosswalk Marking Excerpt From TDOT Standard Drawing T-M-4

## Brookside Drive

Pedestrian crossings, landings, and signal infrastructure are recommended on the north, east, and south approaches of the Brookside Drive intersection.

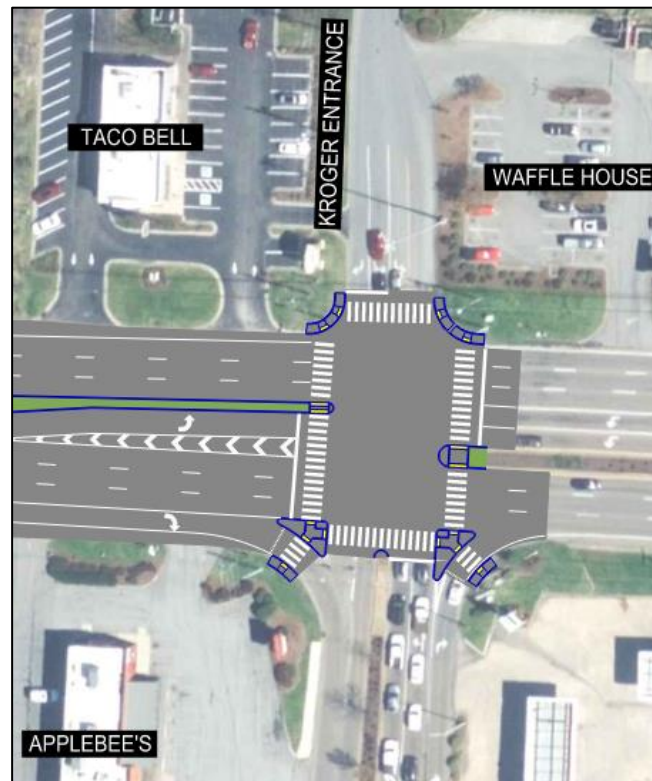
**Cost Estimate: \$127,000**



## Eastman Road

Dual-left turn lanes on the westbound approach of Stone Drive create a sight obstruction for left-turning vehicles eastbound. An offset turn lane eastbound is recommended to mitigate this. The reduced median would have a small area remaining for pedestrian refuge but inadequate space for a full refuge island. Pedestrian crossings are recommended on all four approaches, with refuge islands in the east approach median, as well as splitter islands for channelized right-turn lanes on the southwest and southeast corners of the intersection.

**Cost Estimate: \$190,000**

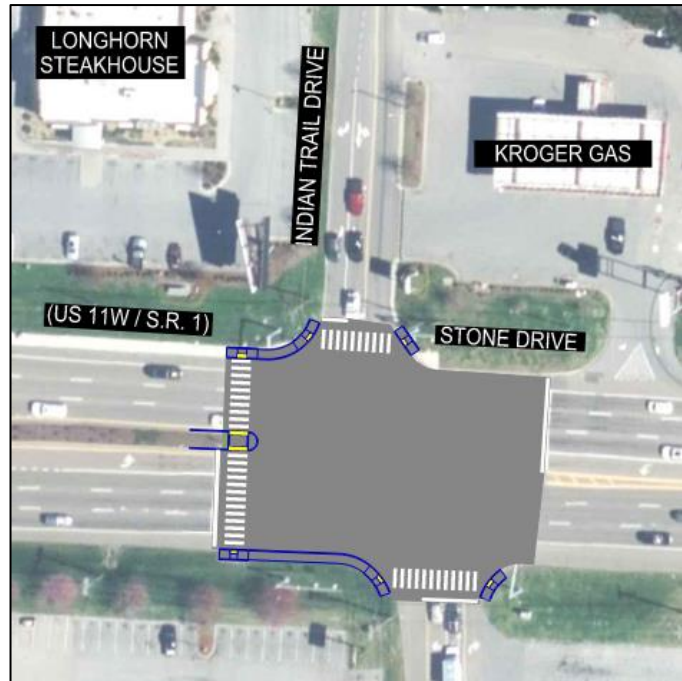




## Indian Trail Drive

This offset intersection has limited existing pedestrian infrastructure. Pedestrian crossing signals are recommended on the north, west, and south approaches for the existing crosswalks. The existing median refuge island on the west approach crossing will remain.

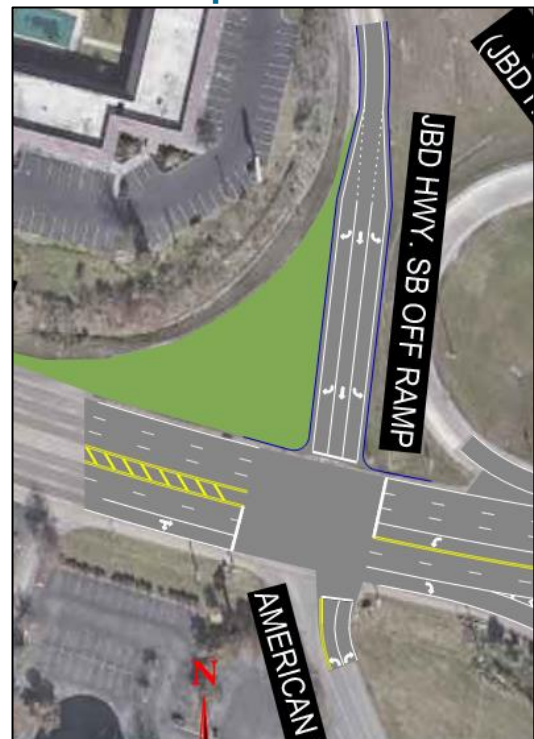
**Cost Estimate: \$127,000**



## American Way / John B Dennis Southbound Off-Ramp

Development along American Way has led to an increase in volumes. American Way is directly aligned with the John B Dennis Highway southbound off-ramp left-turn and through movements, which share a single lane. This causes driver confusion at the American Way approach because vehicles cannot discern whether an opposing car will turn left or go through the intersection. The southbound right-turn movements onto westbound Stone Drive currently have a sweeping ramp into a merge condition. Removing the sweeping ramp will eliminate the merge condition and minimize the likelihood of rear-end crashes entering onto Stone Drive. Providing separate left-turn, through, and right-turn lanes along the southbound off-ramp approach will help vehicles on American Way discern which direction opposing traffic will travel. Signal timing modifications have also been proposed in the TSMO report, which will help the overall operations at the intersection and along the coordinated signal system on Stone Drive.

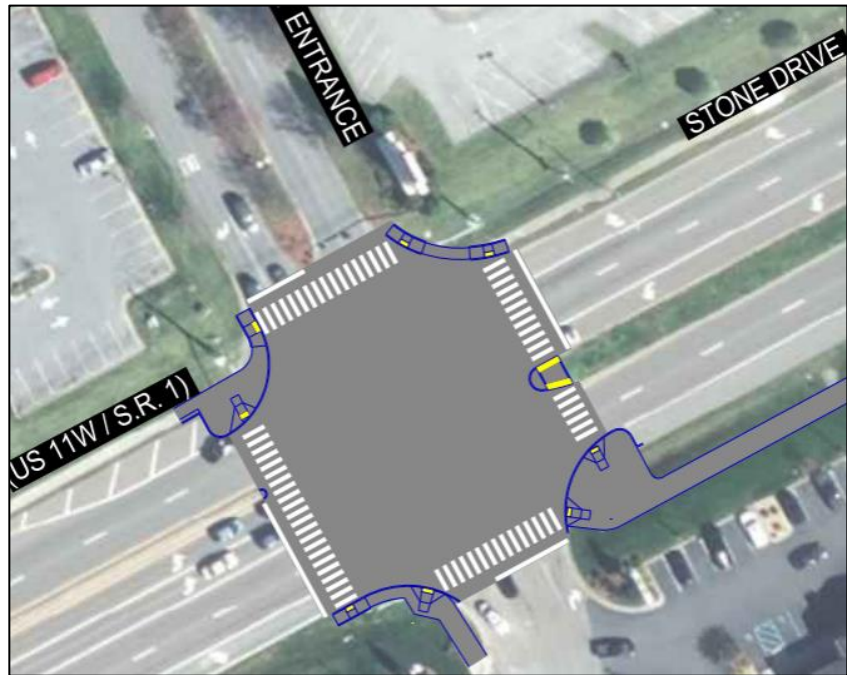
**Cost Estimate: \$145,000**



## Target Entrance Intersection

Pedestrian infrastructure is again prioritized at the intersection for this commercial access drive. Pedestrian crossings are recommended on all four approaches, with a refuge island in the median of the east approach on Stone Drive. A large curb extension on the northwest and southeast corners helps shorten pedestrian crossing distances.

**Cost Estimate: \$187,000**



EXISTING CONDITIONS



PROPOSED IMPROVEMENTS



### 5.1.3 John B Dennis Off-Ramp to Lowe's Entrance Median Treatment & Eastbound Lane Reduction

Land use along Stone Drive east of the John B Dennis interchange includes many large commercial developments with multiple access points. This provides an opportunity to perform access management along the segment while directly impacting the access of relatively few businesses. It is recommended that a raised median be constructed between John B Dennis Highway and the existing raised median that begins at the eastmost Lowe's driveway. Periodic intersections with offset left-turn lanes are provided to allow access to businesses either directly or via U-turns. Additionally, the introduction of the median utilizes the eastbound lane shift proposed at the John B Dennis interchange, removing the need for the innermost through lane and eliminating the lane drop.

**Cost Estimate: \$360,000**



### Beechnut Drive Intersection Thru Lane

In this section of Stone Drive, the roadway transitions from six-lanes to the west into a four-lane section to the east. In the westbound lanes, this change happens abruptly when a third lane is added after the Beechnut Drive intersection. The outer-most right lane is currently hatched out; however, many drivers disregard the hatching and utilize this lane as a right-turn or third through lane. It is proposed that this third lane be extended from the Brandy Mill Apartments entrance to the Beechnut Drive intersection to improve safety and reduce confusion for drivers.

**Cost Estimate: \$20,000**





## 5.2 John B Dennis Highway

This north-to-south arterial functions with higher mobility and lower access than Stone Drive. It is controlled access to the south of Stone Drive, but even to the north it has relatively fewer access points, with the exception of a few short sections with commercial development on either side of the highway. Recommendations along John B Dennis Highway focus more on vehicular access and safety than walkability.

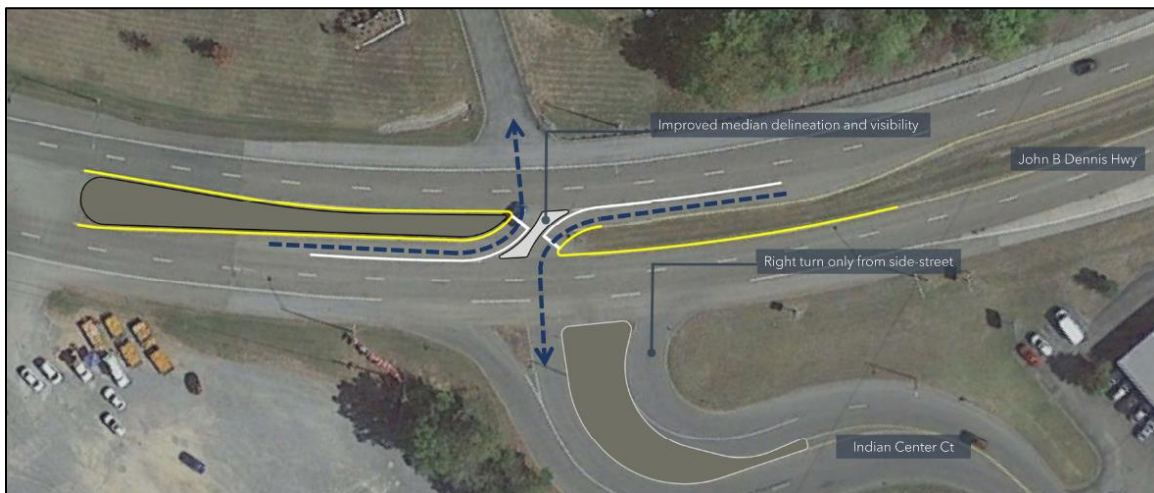
### 5.2.1 Indian Center Court Left-Turn Restriction

Conflicting left-turn movements at this intersection are a major safety concern. Crash rates are significantly elevated for left-turns to and from the major road. Several alternatives exist to reduce the number of conflict points.

#### Alternative 1 – Restricted Crossing U-Turn (RCUT) Intersection

Crossing maneuvers and left-turns are prohibited from the side street in this alternative. Full access is maintained from John B Dennis Highway, but traffic from Indian Center Court would need to find an alternate route to turn left onto northbound John B Dennis. The assisted living facility to the east would have its access restricted similarly. Depending on the needs of this facility, the channelizing island in the median may need to be constructed in a "mountable" fashion to preserve emergency vehicle access.

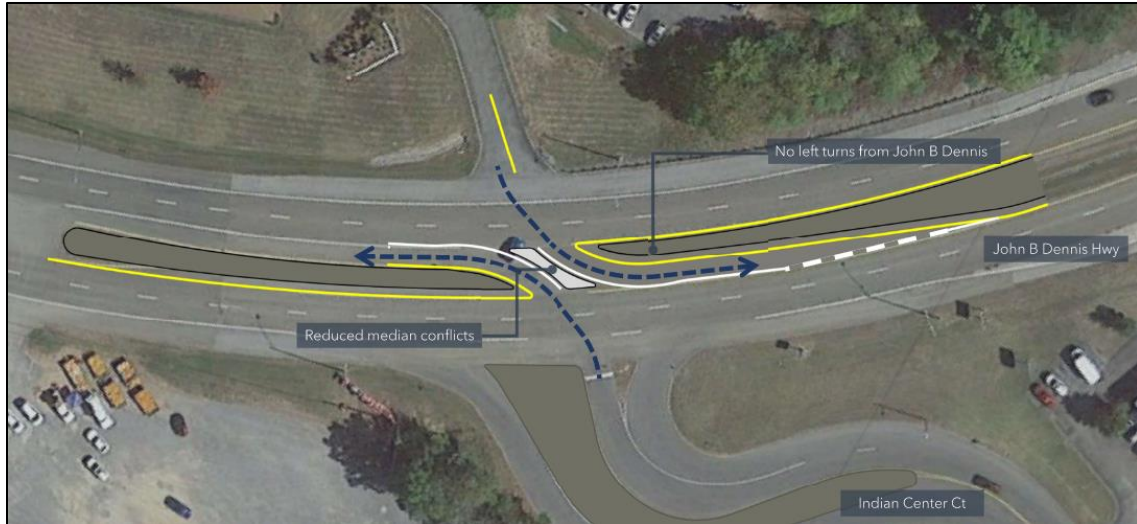
**Cost Estimate: \$33,400**



#### Alternative 2 – Left-Turns Restricted from John B Dennis

Left-turns from John B Dennis onto the side street are restricted in this alternative. The existing acceleration for the eastbound left-turn is maintained, and a short acceleration lane is added for westbound left-turns. The channelizing median in this alternative would be in the route between Indian Path Community Hospital and the assisted living facility, so it may need to be designed to allow emergency vehicle access.

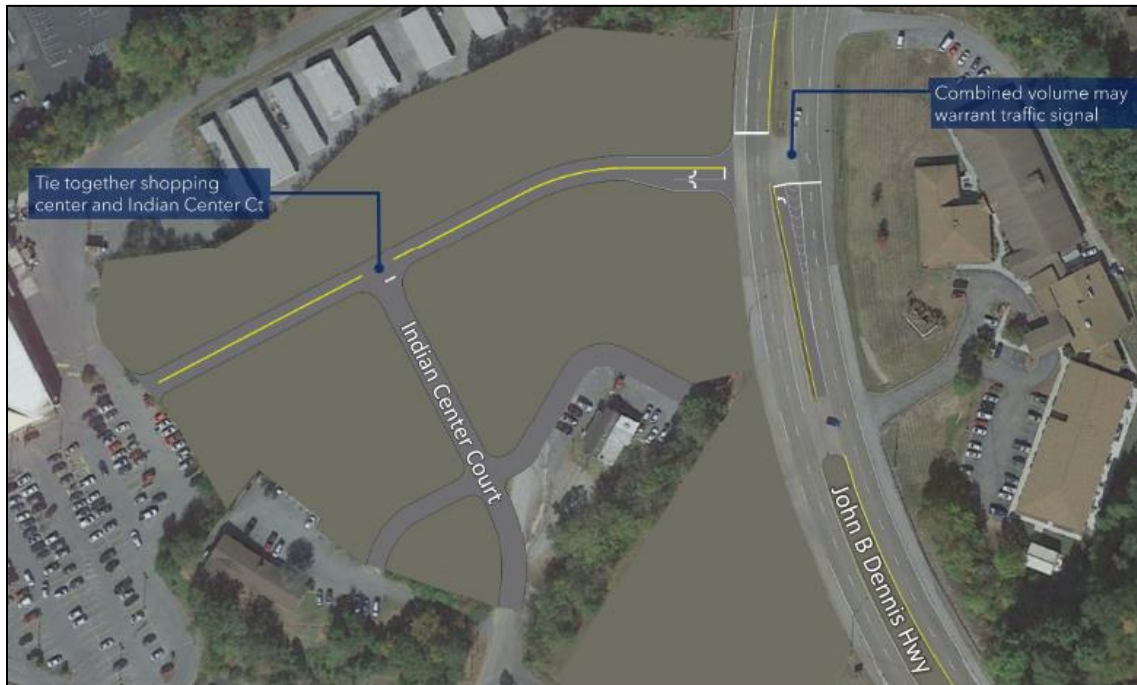
**Cost Estimate: \$95,900**



### 5.2.2 Indian Center Court Realignment

The shopping center to the west of the Indian Center Court intersection has an existing rear access road that intersects John B Dennis Highway immediately next to the Indian Path Community Hospital access drive. Long term, it is recommended that the existing Indian Center Court intersection be eliminated and Indian Trail Drive be realigned to tie into a new access road to the front of the Kroger shopping center. An offset left-turn lane is provided for northbound John B Dennis Highway, as well as a southbound right-turn lane. Depending on how much traffic is diverted to this new intersection, it could then be evaluated for a traffic signal.

**Cost Estimate: \$694,000**



### 5.2.3 Access Management with Fire Station Access

A raised median exists through this short commercial area with very high driveway density, however a 200 foot long median opening provides a very large, undefined space to access several driveways. This space only serves to confuse drivers and create additional conflict. It is recommended that the space be narrowed and well-defined left-turn lanes be installed. Property access can be provided via left-turns or downstream U-turns. Channelization within the median may need to be mountable by emergency vehicles to maintain adequate access to the fire station.

**Cost Estimate: \$76,300**



### 5.3 Stone Drive / John B Dennis Interchange

The recommended improvements at the Stone Drive at John B Dennis Highway interchange consist of striping changes to the existing eastbound lanes. By dropping the outer-most eastbound through lane at the southbound on-ramp and maintaining two through lanes, it allows room to shift the eastbound left-turn lane into what was the inner-most eastbound through lane. There would then be more storage for the left-turn traffic onto the northbound on-ramp. The storage space gained from the recommended configuration prevents vehicles from queuing in the through lane. This is particularly beneficial in helping to prevent rear-end crashes due to the spill back into the through lane. It is also recommended that the eastbound left-turn lane be protected-only phasing to help prevent the serious angle crashes that have occurred at this intersection.

**Cost Estimate: \$47,100**





## 5.4 John B Dennis Northbound Off-Ramp

Three alternatives are proposed for the intersection of Stone Drive and the John B Dennis Highway northbound off-ramp. Each alternative assumes the eastbound left-turn lane and two through lanes proposed in Section 5.3.

### 5.4.1 Alternative 1

The first alternative maintains the existing free-flow right-turn lane and utilizes the outer through lane as an auxiliary lane. The auxiliary lane eliminates the merge condition from the northbound off-ramp onto Stone Drive. This configuration is possible with the elimination of the third through lane through the interchange and would only require striping adjustments to implement.

**Cost Estimate: \$40,400**





## 5.4.2 Alternative 2

The second alternative proposes two right-turn lanes and two left-turn lanes at the intersection. By bringing the right-turn lanes under signal control, operations are impacted slightly because there is no longer a free-flow condition. Right turns on red would be permitted, which will help with any degradation in the operation of the off-ramp movements. Additionally, by providing a second right-turn lane, the inner-most lane could be utilized more efficiently by vehicles bound for Beechnut Drive. Advanced overhead signage or road shields would need to be provided to warn those drivers to use the appropriate lane.

**Cost Estimate: \$174,000**



### 5.4.3 Alternative 3

The third alternative is a hybrid approach to Alternatives 1 and 2. As with Alternative 1, the free-flow right-turn lane is maintained and becomes an auxiliary lane along Stone Drive to eliminate the merge condition. A second right-turn lane is also provided at the intersection, which would permit right-turn-on-red movements. Vehicles bound for Beechnut Drive would be instructed to use this lane to help prevent a merge condition across two lanes of Stone Drive within a short span of approximately 900 feet.

**Cost Estimate: \$157,000**





## 5.5 Multimodal Improvements

Multimodal facilities such as shared-use paths provide numerous benefits to the community: active transportation opportunities, safe infrastructure for vulnerable users, connectivity, recreational spaces, community cohesion, environmental benefits, and are known to boost economic development.

### 5.5.1 Shared-Use Path Connection

The Kingsport Greenbelt is a linear park that runs parallel to Stone Drive along Reedy Creek within the study area. There are several plans for connections from the main Greenbelt to other areas of interest, as indicated in the snapshot of the Kingsport Greenbelt map in Figure 5-2. According to the map, the desire is to connect the existing Greenbelt to the Kingsport Pavilion shopping area and then extend further north to Preston Forest Park.



Figure 5-2 Kingsport Greenbelt Brochure Map<sup>1</sup>

<sup>1</sup> Source: [https://assets.website-files.com/618eea75fa3c221ff2f27712/62b274d18507727e41a16dcb\\_brochure-with\\_cover-proof.pdf](https://assets.website-files.com/618eea75fa3c221ff2f27712/62b274d18507727e41a16dcb_brochure-with_cover-proof.pdf) (Note: The future greenbelt portion has been completed November 2020.)

Two of the future connections (Shopping Area Connection and Preston Forest Connection) were assessed as part of the corridor study. The difficulty with the Shopping Area Connection is that it must cross Reedy Creek at some point. Figure 5-3 depicts the approximate location for the Reedy Creek crossing, which attempts to avoid considerable terrain constraints. In addition to connecting to Preston Forest Park, the proposed shared-use path extends north to the Tribe Athletic Complex (TAC) site. The neighborhood connection between the park and the TAC site offers an asset that encourages physical activity, provides access for users of all ages and abilities, and fosters community interaction.

**Cost Estimate: \$673,000**



**Figure 5-3 Proposed Shared-Use Path**

## 5.5.2 Sidewalks

The sidewalk inventory along Stone Drive west of the John B Dennis interchange is provided in Figure 5-4. Green lines indicate the existing sidewalks and yellow lines depict where sidewalk connections are recommended. This area of Stone Drive is heavily developed with commercial and retail frontage with residential development located behind the commercial development. There are several multi-family residential units on the north side of Stone Drive and the south side of Stone Drive is comprised of mostly single-family residences. Additionally, the Greenbelt parallels Stone Drive and two bus routes service this area. These characteristics make this portion of Stone Drive attractive to non-motorized users.

Although the study area begins at Brookside Drive, sidewalks are proposed along the south side of Stone Drive between west of Pinebrook Drive and Brookside Drive to fill in the existing gap. The parcel located on the south side of Stone Drive west of Pinebrook Drive currently has front-facing parking along Stone Drive, making it difficult to construct a sidewalk without impacting the value of the property. It is recommended to meander the sidewalk behind this parcel as a shared-use path connection to the Kingsport Greenbelt via the Boys and Girls Club. Sidewalk could then be provided along Positive Place to connect back to the Stone Drive sidewalks.

There are several Route 3 and Route 4 transit stops along Stone Drive, so it is critical to provide pedestrian accommodations for the transit riders in this vicinity. Sidewalks are recommended along Eastman Road and Indian Trail Drive to allow for uninterrupted access for transit riders accessing the bus stops located along these roads.

**Cost Estimate (Stone Drive): \$386,000**

**Cost Estimate (Eastman Road): \$14,700**

**Cost Estimate (Indian Trail Drive): \$25,100**



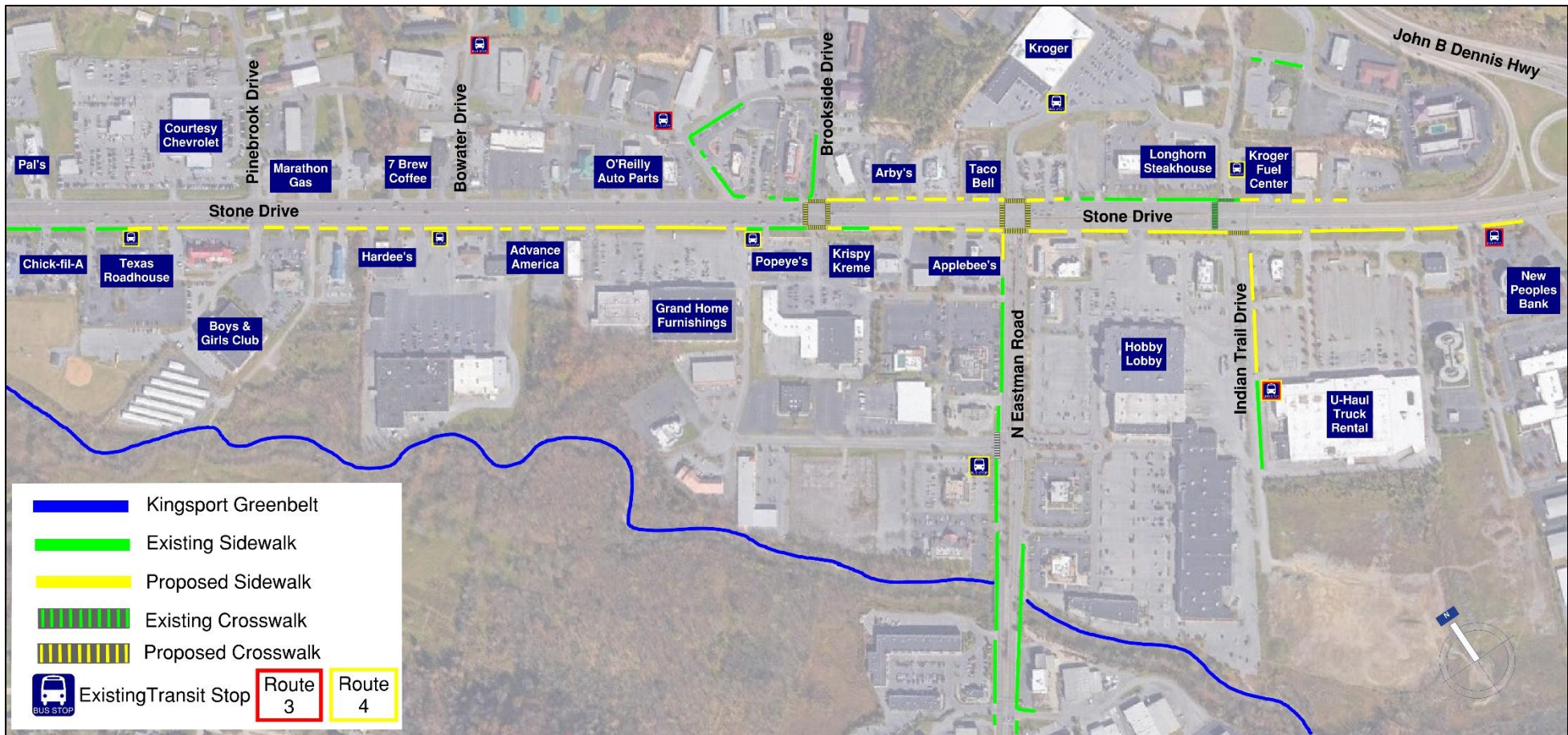


Figure 5-4 Existing and Proposed Sidewalk Locations

## 5.6 Orebank Road & Memorial Boulevard Interchanges with John B Dennis Highway

The distance between the Memorial Boulevard and Orebank Road interchange is less than a half mile. The convergence points of the ramps are approximately 1,000 feet apart, with no auxiliary lane. AASHTO guidelines recommend a minimum ramp spacing of 2,000 feet for freeway ramps servicing local roads, in the absence of a collector-distributor or similar facility.

Exiting traffic from southbound John B Dennis Highway to Memorial Boulevard may also spill back to mainline John B Dennis Highway further reducing the available distance between the ramps. Planned improvements of Memorial Boulevard and the interchange by the Tennessee Department of Transportation (TDOT) should address the spill back with a double left-turn movement and additional left-turn storage from southbound John B. Dennis Highway to eastbound Memorial Boulevard.

It is recommended that at a minimum, an auxiliary lane be constructed along the outside shoulders of John B Dennis Highway, between the merge and diverge lanes for Orebank Road and Memorial Boulevard. To provide added separation, a barrier could be constructed between the thru lanes and the auxiliary lane, effectively creating a collector-distributor road between the interchanges. This would require two additional ramps to the north of Orebank Road, completing the diamond interchange. A diagram of this circulation is included in Figure 5-5.

In absence of any improvements between these interchanges, consideration should be given to closing the Orebank Road interchange (Figure 5-6). The planned TDOT improvements of Memorial Boulevard includes the realignment of the Orebank Road intersection which would facilitate Orebank Road access to John B. Dennis Highway using the Memorial Boulevard interchange. It is recommended that operations in this area be monitored after the completion of the planned improvements. Additional improvement opportunities may present themselves based on to what degree of operations in the interchange areas improve.



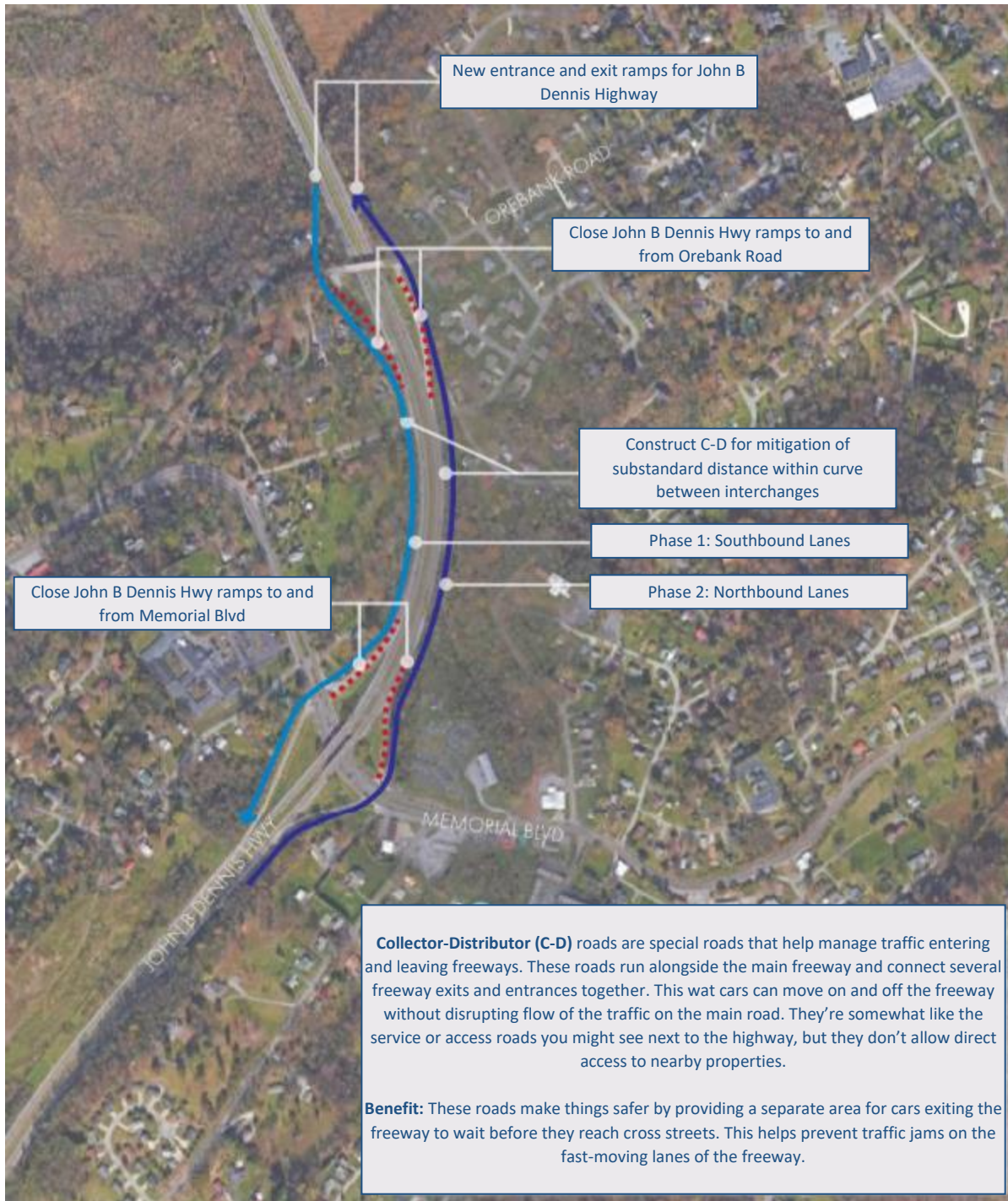


Figure 5-5 Collector-Distributor Road Between Orebank Road and Memorial Boulevard Interchanges



Figure 5-6 Orebank Road Interchange Closure



# SECTION 6

## IMPLEMENTATION PLAN

This study provides several recommendations at key locations to help create a safer corridor that improves the mobility for all users. This section describes how each recommendation was ranked and prioritized to come up with a strategic implementation plan that categorizes projects into short-term (1-3 years), mid-term (3-10 years), and long-term (more than 10 years) timeframes.

### 6.1 Project Evaluation Factors

Each project identified in the Recommendations was assessed based on four criteria to aid in prioritization. Within each criterion, projects were scored based on a system where 1 represents a higher priority and is denoted by a green dot, 2 represents a medium priority and is denoted by a yellow dot, and 3 represents a lower priority and is denoted by a red dot.

Each factor is described below:

#### Complexity

The complexity ranking is based on the level of design and thus the degree of procedural tasks that are anticipated with each project.

- 1 = low complexity; *examples include projects that do not require right-of-way acquisition or detailed survey to design*
- 2 = moderate complexity; *examples include projects that moderately alter the curb, propose changes to the median, or require new pavement*
- 3 = high complexity; *examples include projects that require right-of-way acquisition, significantly alter the curb, or require an environmental analysis before construction*

#### Safety

The safety ranking is based on the existing safety concerns at the location of the project. If a project is located in a location where a fatal crash has occurred, it is automatically given the highest ranking.

- 1 = highest safety priority; *project is located at an area where a fatal crash occurred, or the crash rates are significantly above average (actual crash rate/critical rate > 1) and there was a pedestrian-involved crash at the project location*
- 2 = medium safety priority; *project is located at an area where the crash rates are significantly above average (actual crash rate/critical rate > 1) but there were no pedestrian-involved crashes at the project location*
- 3 = lowest safety priority; *project is located at an area where the crash rates are below average (actual crash rate/critical rate < 1) and there were no fatal crashes or pedestrian-involved crashes at the project location*

Additionally, the sidewalk and shared-use path improvements were given slightly higher priority and assessed by the following:

A multimodal improvement was given a highest safety priority ranking if there was a pedestrian-involved crash at the project location. If no pedestrian-involved crashes occurred, the multimodal improvement was given a medium safety priority ranking.

## Public Concern

The public concern ranking is based on the number of comments received at the project location on the mapping exercise in the public survey.

1 = high public priority; *over 100 comments*

2 = moderate public priority; *between 50 and 100 comments*

3 = low public priority; *less than 50 comments*

## Cost

The cost ranking is based on the level of financial investment that would be required as determined by the cost estimates.




1 = low cost; *projects less than \$50,000*

2 = moderate cost; *projects greater than \$50,000 and less than \$250,000*

3 = high cost; *projects greater than \$250,000*

## 6.2 Implementation Plan

The project evaluation summary is provided in Table 6-1. The scores in the table are categorized by the following:

-  highest priority rankings (1)
-  medium priority rankings (2)
-  lowest priority rankings (3)

The total score for each project was calculated by taking the average score across each evaluation category and is shown in the Priority Band column, which indicates the timeframe the improvement should fall under. The following are suggestions, and the city may choose to prioritize the recommended improvements however they deem appropriate based on local desires and available funding.

### 6.2.1 Short-Term Improvements

Short-term improvement projects are those that can be completed within one to three years or provide an exceptional safety benefit and should thus be implemented as soon as possible. The recommended short-term improvements are:

- Stone Drive – Eastman Road Intersection Improvements
- Stone Drive – Median Treatment between Brookside Drive and Eastman Road
- Stone Drive at John B Dennis Interchange – Reconfigure Lanes
- John B Dennis Northbound Off-Ramp Terminus – either Alternative A, B, **OR** C

## 6.2.2 Mid-Term Improvements

Mid-term improvement projects are those that can be completed within three to ten years, either because of the complexity of the project or the cost. The recommended mid-term improvements are:

- Stone Drive – Brookside Drive Intersection Improvements
- John B Dennis – Indian Center Court Left Turn Restriction (Alternative 1 **OR** 2)
- New Sidewalks along Eastman Road
- New Sidewalks along Indian Trail Drive
- Stone Drive – Beechnut Drive Thru Lane
- Stone Drive – Indian Trail Drive Intersection Improvements
- Stone Drive – Pavilion Shopping Center Intersection Improvements
- John B Dennis – Access Management with Fire Station Access
- New Sidewalks along Stone Drive

## 6.2.3 Long-Term Improvements

Long-term improvement projects are those that do not pose an immediate safety need and could be planned for a longer-term horizon. The recommended long-term improvements are:

- Stone Drive – John B Dennis Southbound Off-Ramp Realignment and American Way Signal Phasing
- Stone Drive – Median from John B Dennis Off-Ramp to Lowe's Entrance
- John B Dennis – Realignment of Indian Center Court
- Shared-Use Path Connection from Existing Greenbelt to Tribe Athletic Complex

Table 6-1 Priority Ranking Table

Location	Recommendation	COMPLEXITY	SAFETY	PUBLIC CONCERN	COST	PRIORITY BAND	Cost Estimate
John B Dennis NB Off-Ramp	Alt A - free flow to add lane	●	●	●	●	●	\$ 40,400
Stone Drive	Eastman Road Intersection	●	●	●	●	●	\$ 190,000
Stone Drive	Brookside Drive to Eastman Road Median Treatment	●	●	●	●	●	\$ 37,600
Stone Drive @ John B Dennis	Restripe existing outside through lane	●	●	●	●	●	\$ 47,100
John B Dennis NB Off-Ramp	Alt B - dual left and dual right at signal	●	●	●	●	●	\$ 174,000
John B Dennis NB Off-Ramp	Alt C - free flow to add lane and 2nd right turn lane at signal, dual lefts at signal	●	●	●	●	●	\$ 157,000
Stone Drive	Brookside Drive Intersection	●	●	●	●	●	\$ 127,000
John B Dennis	Indian Center Court Left Turn Restriction - ALT 1	●	●	●	●	●	\$ 33,400
Eastman Road	Proposed Sidewalks	●	●	●	●	●	\$ 14,700
Indian Trail Drive	Proposed Sidewalks	●	●	●	●	●	\$ 25,100
Stone Drive	Beechnut Drive Thru Lane	●	●	●	●	●	\$ 35,000
Stone Drive	Indian Trail Drive Intersection	●	●	●	●	●	\$ 127,000
Stone Drive	Pavilion Shopping Center Intersection	●	●	●	●	●	\$ 187,000
John B Dennis	Indian Center Court Left Turn Restriction - ALT 2	●	●	●	●	●	\$ 95,900
John B Dennis	Access Management in front of Fire Station	●	●	●	●	●	\$ 76,300
Stone Drive	Proposed Sidewalks (nearby Brookside and from Eastman Rd to Indian Trail Dr)	●	●	●	●	●	\$ 386,000
Stone Drive	JBD Southbound Off-Ramp and American Way	●	●	●	●	●	\$ 145,000
Stone Drive	Median from NB Off-Ramp to Lowe's Entrance	●	●	●	●	●	\$ 360,000
John B Dennis	Indian Center Court Realignment	●	●	●	●	●	\$ 694,000
Stone Drive	Shared-Use path from Existing Greenbelt to Tribe Athletic Complex	●	●	●	●	●	\$ 673,000

## 6.3 Funding Opportunities

Transportation projects can often be costly to design and construct. Without intergovernmental assistance, a single government entity may find it difficult to adequately resolve its transportation needs drawing solely from its own tax base. Fortunately, a variety of state and federal programs are available to assist with transportation funding. Table 6-2 provides summaries of available funding programs for implementing transportation improvements.

Table 6-2 Available Funding Strategies

Grant/Program	Agency	Examples of Eligible Activities	Funding
<b>Multimodal Access Grant</b>	TDOT Multimodal Division	Multimodal Access Grant funding is available to improve transportation access for pedestrians, bicyclists, and transit users along State Routes using the following improvement types: sidewalks; pedestrian crossing improvements; bicycle facilities; multi-use paths; transit stop amenities; complete streets, road diet or traffic calming measures; improvements that address ADA non-compliance; pedestrian-scale lighting; and other improvements which primarily improve access for multimodal users.	90% state 10% local match  State portion may not exceed \$1,125,000
<b>National Highway Performance Program (NHPP)</b>	FHWA funds distributed to TDOT	The National Highway Performance Program provides federal funding to support the condition and performance of the National Highway System and for the construction of new facilities on the National Highway System. Projects may include planning, design, and construction.	Conditional Apportionment based on TDOT discretion
<b>Highway Safety Improvement Program</b>	FHWA funds distributed to TDOT	HSIP funds can be used for safety projects that are consistent with the State's Strategic Highway Safety Plan and that correct or improve a hazardous road location or feature or address a highway safety problem. The following projects are eligible: installation of vehicle-to-infrastructure communication equipment; pedestrian hybrid beacons; and roadway improvements that provide separation between pedestrians and motor vehicles, including medians and pedestrian crossing islands	90% federal 10% local match
<b>Congestion Mitigation and Air Quality Improvement Program (CMAQ)</b>	FHWA funds distributed to TDOT	The Congestion Mitigation and Air Quality Improvement program provides dedicated federal funding for projects that improve air quality and reduce congestions. Air quality is improved by funding transportation projects and programs that reduce emissions from vehicles in designated air quality nonattainment and maintenance areas. Project involving carpooling and vanpooling, roundabouts, or traffic flow improvements/intelligent transportation systems are eligible for 100% federal funding. Other project types are eligible for 80% federal funding.	80-100% Federal Match



Grant/Program	Agency	Examples of Eligible Activities	Funding
<b>Transportation Alternatives Program (TAP)</b>	FHWA funds distributed to TDOT & TPO	All facilities must be hard-surfaced, ADA compliant, and provide adequate connectivity and separation from vehicular traffic. Sidewalk facilities must be a minimum of 5 feet wide and shared-use facilities must be a minimum of 10 feet wide. TAP funds can be used for sidewalks, walkways or curb ramps, bike lane striping, wide paved shoulders, bike parking and bus racks, traffic calming for the safety of bike/ped traffic, off-road trails, bike and pedestrian bridges/underpasses, and ADA compliance.	20% local match for construction  Preliminary engineering, design, and ROW expenses are responsibility of local government
<b>Surface Transportation Block Grant</b>	FHWA funds distributed to TDOT & MPO	In general, STBG projects may not be on local roads or rural minor collectors. There are a number of exceptions to this requirement, such as the ability to use up to 15 percent of a state's rural suballocation on minor collectors. Other exceptions include: bridge and tunnel projects; safety projects; fringe and corridor parking facilities/programs; recreational trails, pedestrian and bicycle projects, and safe routes to school projects; boulevard/roadway projects largely in the ROW of divided highways; inspection/evaluation of bridges, tunnels, and other highway assets; port terminal modifications; and projects within the pre-FAST Act title 23 definition of "transportation alternatives."	80-100% federal 20% local match
<b>Safe Streets and Roads for All (SS4A); Planning &amp; Demonstration and Implementation Grants</b>	FHWA	The SS4A Action Plan Grant provides federal funds for Planning and Demonstration projects which can include an Action Plan. The goal of an Action Plan is to develop a strategy to prevent roadway fatalities and serious injuries in a locality.  The SS4A Implementation Grant provides federal funds for projects and strategies identified in an Action Plan that addresses roadway safety problems.	80% Federal Match 20% State or Local  Planning & Demonstration: \$100,000 - \$10,000,000  Implementation: \$2,500,000 - \$25,000,000
<b>TN Highway Safety Office Grants</b>	TN Highway Safety Office	The Tennessee Highway Safety Office provides grants to programs which are designed to reduce the number of fatalities, injuries and related economic losses resulting from traffic crashes on Tennessee's roadways. Grant areas include, but are not limited to: Alcohol and Impaired Driving Education & Enforcement, Bicycle and Pedestrian Safety, High Visibility Enforcement, Police Traffic Services, and Safe Communities.	Conditional

Grant/Program	Agency	Examples of Eligible Activities	Funding
<b>Community Development Block Grant</b>	TN Dept. of Economic and Community Development	Provide essential, pressing community development needs in underserved areas. Can go towards community livability projects.	86% federal 14% Local Match \$400,000 Maximum
<b>Healthy Built Environment Grants</b>	TN Dept of Health	Healthy Built Environment grants are non-competitively provided to each county in Tennessee. These funds are to be used for transportation convening, planning, programming, and construction projects.	Conditional \$20,000 (2019)
<b>Built Environment Grants</b>	TN Dept of Health	These grants aim to increase access to safe and publicly accessible places that provide opportunities for physical activity for a diverse group of users, including those who live, visit, work, play, worship, and learn in the community.	TBD
<b>Project Diabetes</b>	TN Dept of Health	Grants are awarded to community partners with a focus on reducing overweight and obesity as risk factors for the development of type 2 diabetes. Grant activities are geared toward interventions that are applied before there is any evidence of disease.	Category A – funded up to 3 years; max of \$150,000/year  Category B – funded up to 2 years; max of \$15,000/year
<b>AARP Community Challenge</b>	AARP	The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. Applications will be accepted for projects to improve public spaces, housing, transportation and civic engagement; support diversity, equity and inclusion; build engagement for programs under new federal laws; and pursue innovative ideas that support people aged 50 or older. Transportation and Mobility projects include options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.	None Required.

Grant/Program	Agency	Examples of Eligible Activities	Funding
<b>Rebuilding American Infrastructure with Sustainability &amp; Equity (RAISE)</b>	FHWA	The RAISE grant provides funds for surface transportation infrastructure projects that will improve: safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair, partnership and collaboration; and innovation. Funds can be used for planning and development as well as construction, including right-of-way acquisition.	Up to 20% match may be required.  Minimum award for rural areas is \$1,000,000.
<b>Rural Surface Transportation Grant Program</b>	FHWA	The Rural Surface Transportation Grant Program supports projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life.	80% match for planning grants and no more than 50% for capital projects.





# TRANSPORTATION SYSTEM MANAGEMENT & OPERATIONS PLAN

SIGNAL SYSTEM EVALUATION & OPTIMIZATION  
SR 1 & SR 93

*September 2023*



*Prepared by:*



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# INTRODUCTION

The City of Kingsport was awarded a Tennessee Department of Transportation (TDOT) Transportation Planning Grant (TPG) in 2022 for a corridor study of E Stone Drive (US 11W/SR 1) and N John B Dennis Highway (SR 93). To streamline the corridor study report, a separate TSMO Plan was written to concentrate on the safe and efficient operation of all signalized intersections within the study area. This plan strives to improve the overall signalized transportation system and address the community's evolving needs by analyzing existing conditions, identifying key issues and opportunities, and providing recommendations.

Kingsport, TN is an important location in Tennessee for locals, businesses, and visitors. With a growing population and increasing traffic demands, effectively managing traffic signals and signalized intersections has become essential for maintaining a reliable and efficient transportation network. By optimizing signal timing, improving pedestrian and bicycle accommodations, and leveraging intelligent transportation systems, Kingsport can enhance mobility, reduce congestion, and ensure the safety of all road users.

The TSMO Plan is built upon a thorough assessment of existing conditions at the traffic signals within the study area. It incorporates valuable input from transportation agencies, community organizations, and the public. This plan aims to provide practical and actionable recommendations that align with Kingsport's long-term goals and objectives by understanding the unique challenges and opportunities along the corridor. By adopting the strategies outlined in this plan, Kingsport can become a model for effective traffic signal management, fostering a safe and efficient transportation network that caters to current and future needs.

The following sections of the TSMO Plan delve into signalized intersections' existing operations and safety conditions, identify key issues and opportunities, and outline the goals and objectives that guide the recommendations. By conducting a comprehensive analysis of these aspects, the plan aims to address operational inefficiencies, enhance safety measures, optimize traffic flow, and improve the overall performance of the signalized intersections within the study area.

In conclusion, this TSMO Plan provides a roadmap for Kingsport to enhance its transportation network through effective traffic signal management. By leveraging the findings and recommendations presented in this plan, Kingsport can achieve its vision of a safe, efficient, and future-ready transportation system.

## PROJECT BACKGROUND

TDOT's Office of Community Transportation (OCT) coordinates the State's transportation planning, local land use decisions, and community visions to guide the development of a safe and efficient statewide transportation system. As part of this effort, TDOT initiated the Transportation Planning Grant (TPG) program to assist communities with creating planning documents that support improvements in traffic flow, safety, and overall efficiency of the transportation system.

The goals of the TPG are to:

- Assist urban jurisdictions with transportation-related solutions that strengthen the multimodal cohesiveness of the transportation system.
- Guide communities with developing potential strategies that will support improvements in traffic flow, safety, mobility, and overall efficiency of the transportation system.
- Provide jurisdictions with planning resources to achieve the community visions related to transportation and land use needs that promote future economic growth.<sup>1</sup>

In December 2021, the City of Kingsport applied for TPG funding for an E Stone Drive (US 11W/SR 1) and N John B Dennis Highway (SR 93) Corridor Study. A copy of the TPG application can be found in *Appendix A*.

## STUDY AREA

The E Stone Drive (US 11W/SR 1) and N John B Dennis Highway (SR 93) corridors, hereinafter referred to as Stone Drive and John B Dennis Highway, study area encompasses approximately 1.6 and 3.7 miles of roadway within Metropolitan Kingsport, respectively. The Stone Drive study area goes from Brookside Drive to Kingsport Pavilion Shopping Center. The John B Dennis Highway study area stretches between the Memorial Boulevard (SR 126) interchange to Bloomingdale Road. An overview of the study's corridor and signalized intersections are illustrated in *Figure 1*.

The Stone Drive study area is classified as a Principal Arterial by TDOT. The portion of John B Dennis Highway north of Stone Drive is classified as a Minor Arterial, while the southern portion is classified as a freeway. *Figure 2* displays the study within the TDOT Functional Classification Map. Both roads are primary transportation corridors within Kingsport, TN. It serves as the principal conduit through which the City's residential, commercial, and industrial traffic travel regardless of destination. Consequently, most of Kingsport's commercial land uses have gravitated to the Stone Drive area. In a regional context, John B Dennis Highway is a vital linkage between Interstate 26 and 81 to the south and the State of Virginia to the north.

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<sup>1</sup> [Transportation Planning Grants \(tn.gov\)](https://www.tn.gov/transportation-planning-grants)

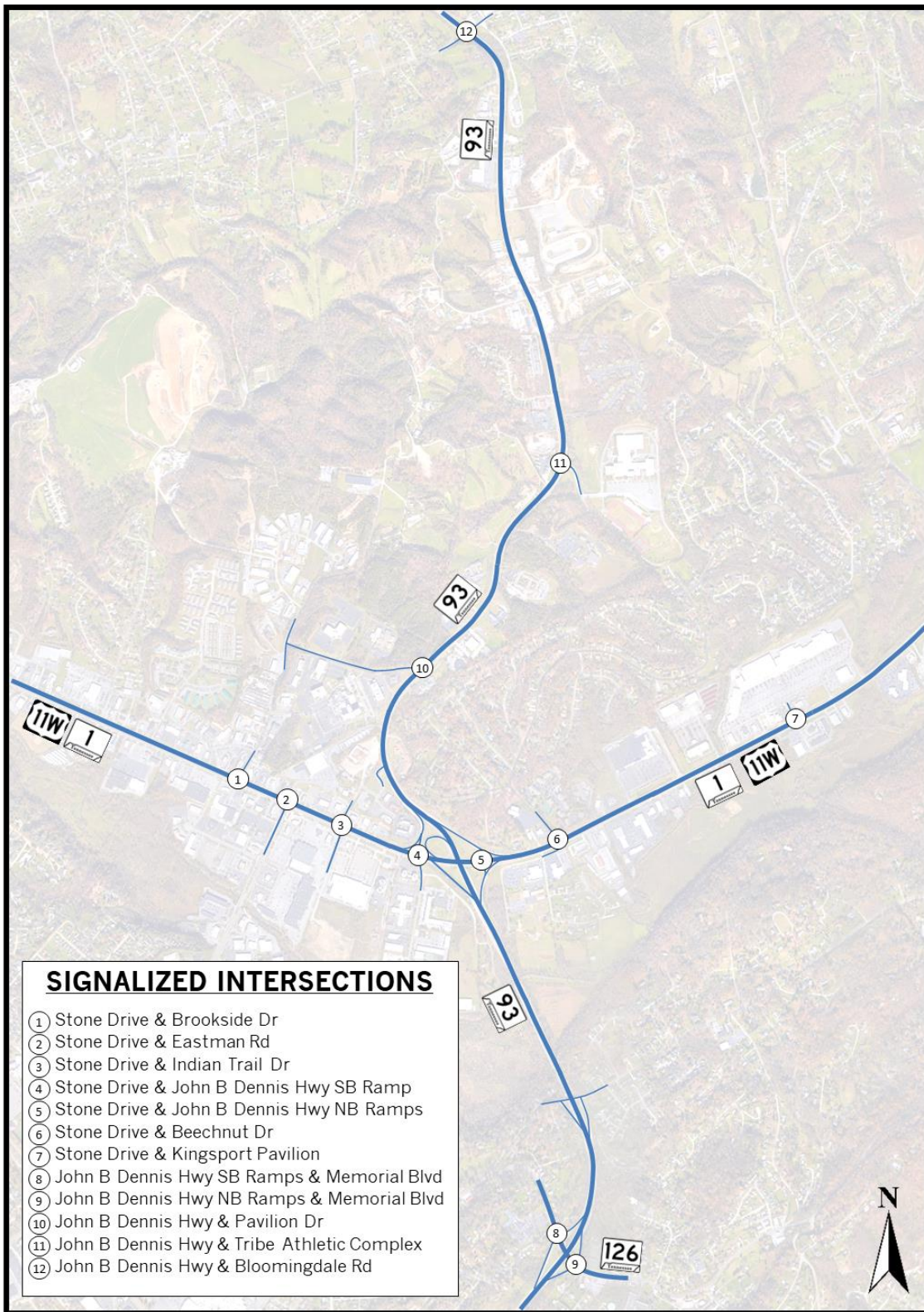


Figure 1. Kingsport, TN Traffic Signal Locations within Study Area



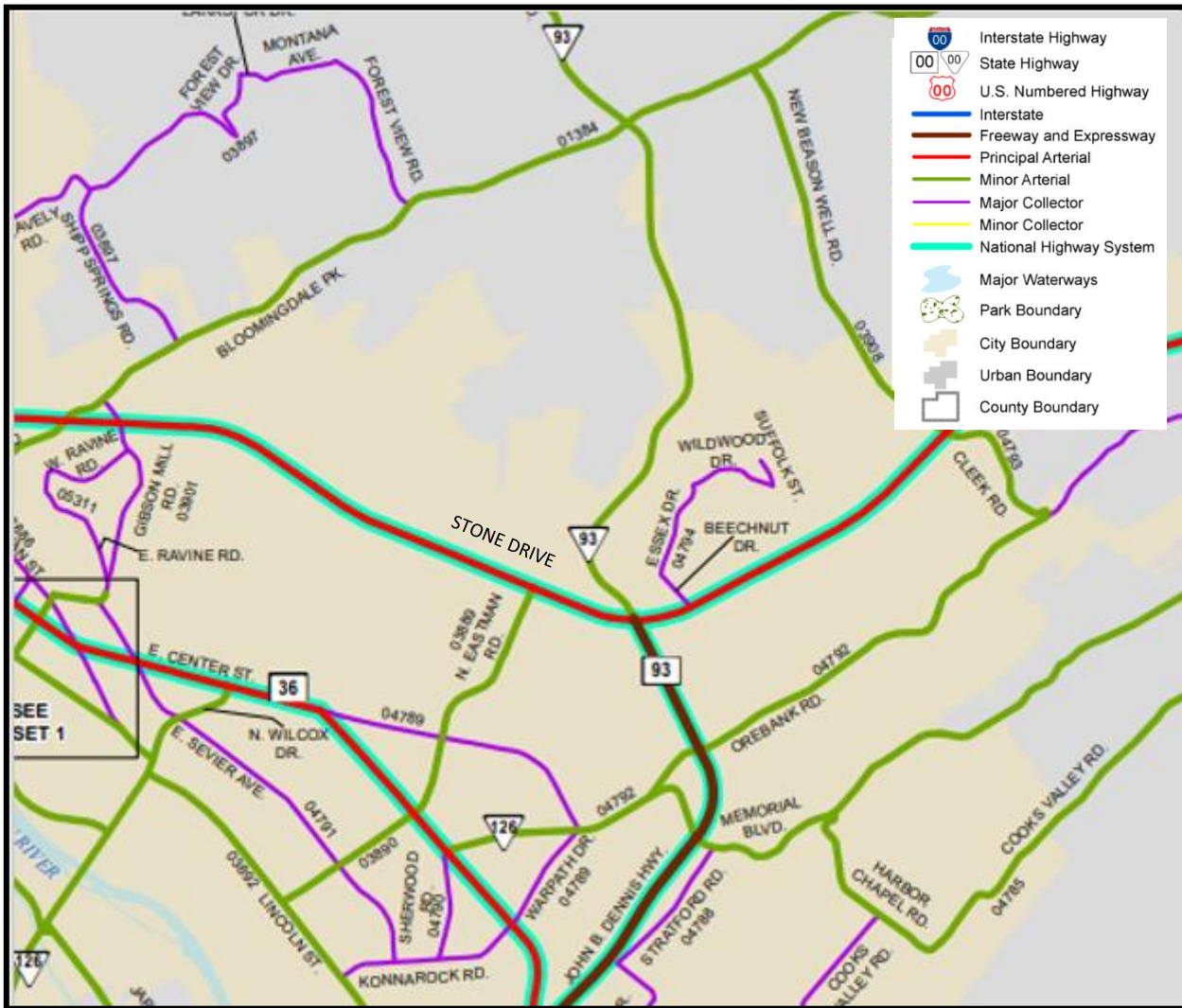


Figure 2. TDOT's Functional Classification Map - Kingsport, TN

# EXISTING CONDITIONS

Data collection and analysis is a critical component of the TSMO plan and plays a vital role in understanding the existing conditions and operational performance of the signalized intersections. The following data collection efforts were undertaken to gather comprehensive information for analysis and decision-making.

## 24-Hour Segment Counts and Turning Movement Counts (TMC)

Traffic volume counts were conducted to gather data on vehicular movements at roadway segments and signalized intersections. Volume data provides insights into traffic patterns, intersection capacity, and assists in evaluating the effectiveness of existing signal timing plans.

## Identification of Intersection Attributes

Detailed information on intersection attributes was gathered to better understand the signalized intersections' geometric layout and design features. This included documenting intersection geometry, lane configurations, the presence of turn lanes, crosswalks, pedestrian signals, and other infrastructure elements.

## Procurement of Crash Reports

Crash reports from the Tennessee Integrated Traffic Analysis Network (TITAN) were procured to gain insights into intersection safety performance. These reports provided valuable information on the types of crashes, contributing factors, and severity levels at signalized intersections. Analyzing crash data helps identify high-crash locations, potential safety issues, and guides the development of strategies to enhance intersection safety.

## Field Inventory of Traffic Signal Equipment

A thorough field inventory was conducted to assess the condition and functionality of traffic signal equipment. This involved documenting the type, model, and physical condition of signal controllers, pedestrian signals, detection systems, and other components. The inventory aimed to identify any maintenance issues, malfunctions, or outdated equipment that may impact signal operations.

## Documentation of Existing Signal Operation

The existing signal timing plans, including cycle lengths, phase sequences, and green time allocations, were carefully documented. This data collection effort aimed to establish a baseline understanding of the current timing strategies employed at signalized intersections. Analyzing the existing signal timing plans is essential for identifying potential areas of improvement, optimizing traffic flow, and reducing congestion.

The comprehensive data collected through these efforts form the foundation for a robust analysis of existing conditions, enabling informed decision-making and the development of targeted recommendations within the TSMO plan. The integration of equipment inventory, intersection attributes, signal timing, turning movement counts, traffic volume data, and crash reports ensures a holistic understanding of the study area. It supports the identification of critical issues and opportunities for improving the safe and efficient operation of traffic signals and signalized intersections. *Table 1* contains the signalized intersections involved in the data collection efforts.



Table 1. Signalized Intersections

Major Street	Minor Street
Stone Drive	Brookside Drive N Eastman Road Indian Trail Drive John B Dennis Hwy SB Off-Ramp/American Way John B Dennis Hwy NB Ramps Beechnut Drive/Springdale Lane Kingsport Pavilion Shopping Center
John B Dennis Highway	SB Ramps at Memorial Blvd NB Ramps at Memorial Blvd Pavilion Drive Tribe Athletic Complex Bloomingdale Road

## CORRIDOR TRAFFIC VOLUMES

Traffic volume analysis plays a crucial role in understanding traffic patterns, evaluating intersection performance, and identifying areas for improvement. The findings from this analysis provide valuable insights for optimizing traffic flow, enhancing safety, and improving the overall operational efficiency of the transportation network. The traffic volumes are utilized for the crash rate calculations and level of service and capacity analysis.

The turning movement counts collected for these signalized intersections are found in *Appendix B*, respectively. *Figure 3* contains the annual average daily traffic (AADT) volumes published by the Tennessee Department of Transportation for 2022.

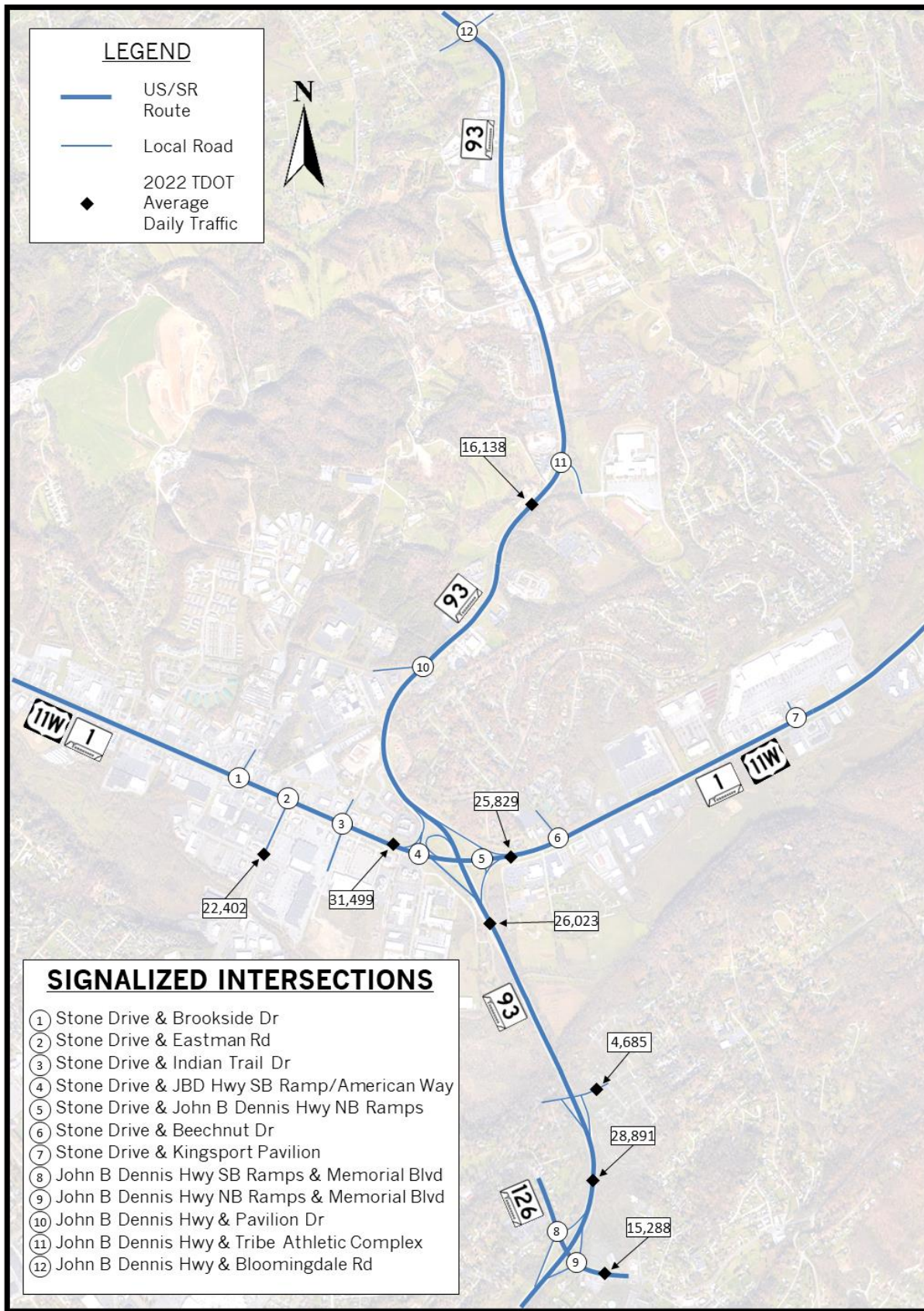


Figure 3. Annual Average Daily Traffic Volumes

## SAFETY ANALYSIS

A comprehensive review of signalized intersections was conducted to assess the need for safety improvements and optimize signal operations in Kingsport. The analysis included examining the traffic crash history, development of crash rates, and quantification of crash severity for each intersection. The review period encompasses five years, from January 2018 to December 2022, to capture sufficient crash data and identify patterns over time.

Crash data was collected within an approximate 250-foot radius of each signalized intersection's approach, depending on intersection spacing encompassing crashes that signal operations may have influenced. If intersections are closer than 500 feet from each other, half the distance was used for assigning crashes to the respective intersection. Emphasis was placed on analyzing angle, left-turn, and rear-end collisions, as these types of crashes are often associated with signal operations, including signal phasing, timing, and configuration. Crash diagrams were created for each signalized intersection, providing visual representations of the crash patterns and identifying potential improvement opportunities. Please refer to *Appendix C* for the corridor crash diagrams.

Crash rates were calculated using the crash history data and intersection turning movement counts (TMC) explicitly obtained for this study. To determine the intersection crash rate, entering Average Daily Traffic (ADT) volumes and K-factors were developed. The PM peak-hour entering traffic was extrapolated to estimate an average daily traffic (ADT) volume using K-factors derived from traffic counts conducted during the study. The K-factor is the relationship between the design hour volume and the ADT.

*Table 2* presents the crashes and crash rates for the signalized intersections along Kingsport's Stone Drive and John B Dennis Highway corridors. Additionally, average rates and critical rates were determined from the Kingsport crash data to identify intersections with higher-than-average crash rates within the corridor. Statewide averages for urban spot locations are provided for comparison in *Table 2*. It is worth noting that signalized intersections typically experience higher crash rates than statewide averages due to traffic flow disruptions caused by signal operations, potentially leading to increased crash occurrences. Statewide critical rates indicate significantly higher values than the average signalized crash rate, signifying intersections requiring immediate attention and targeted safety interventions.

More specifically, the statewide average crash rate for urban signalized multilane divided and with turn lanes is 0.714/MEV<sup>2</sup> and 0.618/MEV, respectively. The crash rates were compared to the Tennessee statewide averages based on the following metrics:

- **Below Average:** Locations with crash rates below the statewide average
- **Average:** Locations with crash rates at or within 15 percent above the statewide average
- **Above Average:** Locations with crash rates 15 percent above the statewide average
- **Significantly Above Average:** Locations with crash rates at or above the critical statewide average

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<sup>2</sup> Million Entering Vehicles

Table 2. Corridor Crash Summary

Major Street	Minor Street	Entering PM Peak Hour Volume	Entering ADT Volume	Total Crashes	Actual Avg. Rate (Acc/MEV)	Statewide Crash Rate (Acc/MEV)	Critical Crash Rate (Acc/MEV)	Actual/Critical Ratio
Stone Drive	Brookside Drive	3382	42919	115	1.468	0.618	0.831	1.77
	N Eastman Road	4007	50213	107	1.168	0.714	0.925	1.26
	Indian Trail Drive	3289	41216	84	1.117	0.714	0.947	1.18
	John B Dennis Hwy SB Off-Ramp/American Way	3289	41216	37	0.492	0.714	0.947	0.52
	John B Dennis Hwy NB Ramps	3020	37845	14	0.203	0.714	0.958	0.21
	Beechnut Drive/Springdale Lane	3393	38777	40	0.565	0.618	0.843	0.67
	Kingsport Pavilion Shopping Center	2861	32697	83	1.391	0.714	0.977	1.42
John B Dennis Highway	SB Ramps at Memorial Blvd	1602	19950	8	0.220	0.714	1.054	0.21
	NB Ramps at Memorial Blvd	1917	23873	5	0.115	0.714	1.023	0.11
	Pavilion Drive	2022	22668	32	0.774	0.714	1.032	0.75
	Tribe Athletic Complex	1790	20067	8	0.218	0.714	1.053	0.21
	Bloomingdale Road	2400	26906	105	2.138	0.714	1.005	2.13

From the analysis, the following signalized intersections have crash rates exceeding the statewide average rates:

*Stone Drive at:*

- Brookside Drive
- N Eastman Road
- Indian Trail Drive
- Kingsport Shopping Pavilion

*John B Dennis Highway at:*

- Pavilion Drive
- Bloomingdale Road

Only five signalized intersections surpassed the critical rate threshold, indicating crash rates significantly higher than the statewide average. The following intersections were identified as having crash rates that are above the critical rate:

*Stone Drive at:*

- Brookside Drive
- N Eastman Road
- Indian Trail Drive
- Kingsport Shopping Pavilion

*John B Dennis Highway at:*

- Bloomingdale Road

## INTERSECTION CRASH SUMMARY

This section summarizes the crash history and rates for each signalized intersection within the study area. The focus is placed on rear-end, angle, and left-turn collisions, as these types of crashes are commonly associated with signal operations, including signal phasing, timing, and the configuration of the signals. The analysis spans five years, allowing for a comprehensive understanding of crash



patterns and trends. The values within the parentheses represent the respective number of crashes in the five years.

### Stone Drive & Brookside Drive

- 115 Total Collisions
- Rear-end collisions represent 57% of the crashes (66)
- Angle/Left-turn collisions represent 37% of the crashes (42)
- Property damage accounted for 77% of the crashes (89), and injury accounted for 23% (26)
- The crash rate exceeds the statewide average and critical crash rate.

Rear-end collisions are the dominant pattern for crashes at the intersection and may be associated with the higher speed westbound approach. The higher yellow and all red clearances should be maintained.

### Stone Drive & Eastman Road

- 107 Total Collisions
- Rear-end collisions represent 43% of the crashes (46)
- Angle/Left-turn collisions represent 38% of the crashes (41)
- Property damage accounted for 83% of the crashes (89), and injury accounted for 17% (18)
- The crash rate exceeds the statewide average and critical crash rate.

### Stone Drive & Indian Trail Drive

- 84 Total Collisions
- Rear-end collisions represent 56% of the crashes (47)
- Angle/Left-turn collisions represent 33% of the crashes (28)
- Property damage accounted for 79% of the crashes (66), and injury accounted for 21% (18)
- The crash rate exceeds the statewide average and critical rate.

### Stone Drive & American Way/John B Dennis Highway SB Off-Ramp

- 37 Total Collisions
- Rear-end collisions represent 38% of the crashes (14)
- Angle/Left-turn collisions represent 46% of the crashes (17)
- Property damage accounted for 78% of the crashes (29), and injury accounted for 22% (8)
- The crash rate is below the statewide average and critical rate.

### Stone Drive & John B Dennis Hwy NB Ramps

- 14 Total Collisions
- Rear-end collisions represent 36% of the crashes (5)
- Angle/Left-turn collisions represent 57% of the crashes (8)
- Property damage accounted for 43% of the crashes (6), injury accounted for 20% (7) with one fatality for 7%
- The crash rate is below the statewide average and critical rate. The signalized intersection did experience a single fatality.

Rear-end collisions are a lower occurrence and may be associated with greater signal density and system progression. Angle and left-turn collisions are a more dominant pattern that may have resulted in side street queues and some driver frustrations.

### Stone Drive & Beechnut Drive/Springdale Lane

- 40 Total Collisions
- Rear-end collisions represent 68% of the crashes (27)
- Angle/Left-turn collisions represent 23% of the crashes (9)
- Property damage accounted for 83% of the crashes (33), and injury accounted for 18% (7)
- The crash rate is below the statewide average and critical rate.

### Stone Drive & Kingsport Shopping Pavilion

- 83 Total Collisions
- Rear-end collisions represent 60% of the crashes (50)
- Angle/Left-turn collisions represent 30% of the crashes (25)
- Property damage accounted for 86% of the crashes (71), and injury accounted for 14% (12)
- The crash rate exceeds the statewide average and critical rate.

### John B Dennis Highway SB Ramps & Memorial Boulevard

- 8 Total Collisions
- Rear-end collisions represent 63% of the crashes (5)
- Angle/Left-turn collisions represent 13% of the crashes (1)
- Property damage accounted for 100% of the crashes (8)
- The crash rate is below the statewide average and critical rate.

### John B Dennis Highway NB Ramps & Memorial Boulevard

- 5 Total Collisions
- Rear-end collisions represent 60% of the crashes (3)
- Angle/Left-turn collisions represent 40% of the crashes (2)
- Property damage accounted for 100% of the crashes (5)
- The crash rate is below the statewide average and critical rate.

### John B Dennis Highway & Pavilion Drive

- 32 Total Collisions
- Rear-end collisions represent 34% of the crashes (11)
- Angle/Left-turn collisions represent 47% of the crashes (15)
- Property damage accounted for 78% of the crashes (25), injury accounted for 19% (6) and 1 fatality, 3%
- The crash rate exceeds the statewide average but is below the state critical rate. The signalized intersection did experience a single fatality.

### John B Dennis Highway & Tribe Athletic Complex

- 8 Total Collisions
- Rear-end collisions represent 25% of the crashes (2)
- Angle/Left-turn collisions represent 25% of the crashes (2)



- Property damage accounted for 87% of the crashes (7), and injury accounted for 13% (1)
- The crash rate is below the statewide average and critical rate.

### John B Dennis Highway & Bloomingdale Road

- 105 Total Collisions
- Rear-end collisions represent 54% of the crashes (57)
- Angle/Left-turn collisions represent 38% of the crashes (40)
- Property damage accounted for 73% of the crashes (77), and injury accounted for 27% (28)
- The crash rate exceeds the statewide average and critical rate.

## SIGNAL EQUIPMENT & COMMUNICATIONS

The Stone Drive corridor study area has seven traffic signals, but for existing evaluation and future analysis, the TSMO plan includes all the signals within the coordinated signal group. The traffic signals along John B Dennis Highway are broken into two signal groups: the two coordinated signals at Memorial Boulevard and the three isolated signals north of the Stone Drive interchange.

The City currently has dedicated fiber communications for the City signals. The current signal cabinet standard is the TS2 with an Advanced Transportation Controller (ATC) standard controller. The traffic signals for this corridor use Econolite Cobalt controllers. Table 3 presents the current inventory of the study area's traffic signal controllers.

**Table 3. Traffic Signal Inventory**

Signal Location	Controller Manufacturer	Controller Date	Controller Age (yr)	Cabinet Date	Communications Type
<b>COORDINATED SIGNAL GROUP AT STONE DRIVE</b>					
1. Stone Drive & Idle Hour Road	Econolite Cobalt	2017	6	1995	Dedicated Fiber
2. Stone Drive & Pinebrook Drive	Econolite Cobalt	2022	1	1998	Dedicated Fiber
3. Stone Drive & Brookside Drive	Econolite Cobalt	2017	6	1998	Dedicated Fiber
4. Stone Drive & Eastman Road	Econolite Cobalt	2017	6	1996	Dedicated Fiber
5. Stone Drive & Indian Trail	Econolite Cobalt	2017	6	2009	Dedicated Fiber
6. Stone Drive & JBD Hwy SB Off-Ramp/American Way	Econolite Cobalt	2017	6	1998	Dedicated Fiber
7. Stone Drive & John B Dennis Hwy NB Ramp	Econolite Cobalt	2017	6	1998	Dedicated Fiber
8. Stone Drive & Beechnut Drive/Springdale Lane	Econolite Cobalt	2017	6	1998	Dedicated Fiber
9. Stone Drive & Pavilion Shopping Center	Econolite Cobalt	2017	6	2007	Isolated-NIC
<b>COORDINATED SIGNAL GROUP AT MEMORIAL BOULEVARD</b>					
1. Memorial Blvd & John B Dennis Hwy SB Ramps	Econolite ASC/3-2100	1995	28	1995	Dedicated Fiber
2. Memorial Blvd & John B Dennis Hwy NB Ramps	Econolite ASC/3-1000	1995	28	1995	Dedicated Fiber
<b>ISOLATED SIGNALS ON JOHN B DENNIS HIGHWAY</b>					
John B Dennis Hwy & Pavilion Drive	Econolite ASC/3-2100	2010	13	2010	Isolated
John B Dennis Hwy & Tribe Athletic Complex	Econolite ASC/3-2100	2010	13	1990	Isolated
John B Dennis Hwy & Bloomingdale Road	Transyt 1880EL	1989	34	1989	Isolated

Signal controllers at the signalized intersections date to 2017 on Stone Drive, 1995 on Memorial Boulevard, and 1989 on John B Dennis Highway intersections. Most of the corridor signal controllers have been upgraded since 2010 and are 1-13 years old, below the recommended life of 10-15 years. The two traffic signals on Memorial Boulevard and the one at Bloomingdale Road require updating but should be addressed with upcoming TDOT projects.

The City of Kingsport has dedicated fiber cable connecting (last column) the majority of coordinated traffic signals and central control at Kingsport City Hall located at 415 Broad Street. Traffic operations at 1155 Konnarock Road have satellite access to the signal system for monitoring. Centracs, Econolite's management system, manage the citywide signal communications network.

Pedestrian phasing and control are limited to the following intersections:

- Stone Drive & Eastman Road
- Stone Drive & Indian Trail Drive

The corridor signals operate with current Econolite Cobalt advance traffic controllers operating traffic responsive with 9 available timing plans for varying directional flow and volume traffic conditions.

## INTERSECTION GEOMETRY & INFRASTRUCTURE

A brief description of the existing intersection geometry and signal design is provided in the following paragraphs. Discussion of mitigation for intersections is also highlighted. *Appendix I* presents short-term and long-term concept designs recommended for each studied signalized intersection. These signalized intersections should be improved for increased vehicular efficiency and include pedestrian crosswalks and traffic control. Pedestrian control should be provided for current ADA compliance.

Many of the Stone Drive and John B Dennis Highway corridor signals are box span wire configurations with strain pole structures with vehicular loop detection. The exceptions to the span wire configurations are the mast arm configurations at the following:

- Stone Drive & Indian Trail Drive
- Stone Drive & Kingsport Pavilion
- John B Dennis & Pavilion Drive

### Stone Drive & Brookside Drive

The traffic signal is a steel strain pole and span wire installation providing signalized access for Brookside Drive to the north and a driveway to the south. The signal is located at the western project limits. The north and south approaches are split-phased (Phases 3 and 4). The Brookside Drive and driveway approaches include separate left-turn lanes. These minor approaches are also provided with right-turn overlaps but without the right-turn lanes, limiting the efficiency it could provide. Stone Drive has protected-only left-turn phasing.



The intersection has a sidewalk in the northwest quadrant adjacent to the McDonald's with a center handicap curb ramp. Stone Drive has a marked bike lane through the intersection with an eastbound bike lane ending east of Brookside Drive. There are not any pedestrian crosswalks or signal control.

The dominant crash patterns at the intersection are rear-end and angle collisions resulting in mainly property damage.

### Stone Drive & N Eastman Road

The signal is a steel strain pole and span wire installation providing signalized access for N Eastman Road to the south and a driveway to the north. The north and south approaches are split-phased (Phases 3 and 4). Stone Drive has protected-only left-turn phasing. The northbound approach is a major arterial approach with double left-turn movement and a separate right-turn lane with a right-turn overlap. Similar geometry is provided for the driveway approach.

The intersection does not have sidewalks or curb handicap ramps. There are pedestrian heads and push buttons provided for the N Eastman Road approach (Phase 3), but the pushbutton for the southeast corner is inaccessible due to brush. The dominant crash patterns at the intersection are rear-end and angle collisions resulting in mainly property damage.



### Stone Drive & Indian Trail Drive

The signal is a mast arm installation. The north and south approaches are split-phased (Phases 3 and 4). Stone Drive has protected-permissive left-turn phasing.

The intersection has a sidewalk limited to the north side to the west. Crosswalks are provided across Stone Drive and Indian Trail Drive north approach with markings and signal control. A refuge area is provided in the median. The dominant accident pattern at the intersection is rear-end collisions, but angle collisions also result in mainly property damage.



This Stone Drive intersection with Indian Trail Drive includes the system detection for the current traffic-responsive operation.

This Stone Drive intersection with Indian Trail Drive includes the system detection for the current traffic-responsive operation.

### Stone Drive & John B Dennis Highway SB Off-Ramp / American Way

The signal is a steel strain pole and span wire installation. The northbound and southbound approaches to the signal control are single lanes with a the large southbound channelized YIELD-controlled right-turn movement from John B Dennis Highway. The intersection does not have sidewalks with handicap curb ramps. The north and south approaches are concurrently phased (Phases 4 and 8). Stone Drive has protected/permissive left-turn phasing.

The dominant accident patterns at the intersection are rear-end collisions and angle collisions resulting in mainly property damage.

The channelized yielding right-turn movement from southbound John B Dennis Highway to westbound Stone Drive can significantly conflict with westbound traffic on Stone Drive. This conflict is increased if traffic from John B Dennis Highway is destined for any commercial businesses on Stone Drive's southside.





### Stone Drive & John B Dennis Highway NB Ramps

The signal is a steel strain pole and span wire installation. The northbound off-ramp approach includes a double left-turn movement and a large, channelized YIELD-controlled right-turn movement. Eastbound Stone Drive has protected/permissive left-turn phasing. Adverse traffic queues develop during the afternoon peak hours, which spill over to the eastbound thru traffic movement, impeding the traffic movement and presenting a significant conflict that could result in rear-end collisions.



The intersection does not have any sidewalks or pedestrian signal phasing. This intersection had one crash fatality during the five-year analysis period (January 2018 to December 2022); another fatality occurred during the study of the intersection involving the eastbound left-turn movement.

### Stone Drive & Beechnut Drive

The signal is a steel strain pole with a span wire configuration. The northbound approach is a single lane, and the southbound approach includes two lanes with a separate right-turn lane. The intersection does not have sidewalks or pedestrian traffic control. The north and south approaches are concurrently phased (Phases 4 and 8), and Stone Drive has protected/permissive left-turn phasing.

The dominant accident pattern occurring at the intersection is rear-end collisions resulting in mainly property damage which may be attributed to possible higher speed for the westbound approach and the distance from the easternmost signal of the project limit.



### Stone Drive & Kingsport Pavilion

The signal is a mast arm installation. The north and south approaches are split-phased (Phases 3 and 4). Stone Drive has protected-only left-turn phasing. Vehicle detection is video for the driveway approaches.

The intersection has a sidewalk limited to the north side with curb handicap ramps. There are not any pedestrian crosswalks or signal control.

The dominant accident pattern at the intersection is rear-end collisions resulting in primarily property damage, which may be attributed to the westbound approach's possible speed.



### Memorial Boulevard & John B Dennis Highway SB Ramps

This signal is a steel strain pole with diagonal span wire installation providing signalized access from John B Dennis Highway. It has protected/permissive left-turn phasing from westbound Memorial Boulevard to southbound John B Dennis Highway.

There are not any sidewalks or pedestrian traffic control. Adverse queuing from the southbound off-ramp extending back to mainline John B Dennis Highway is observed.

Crashes for the signalized intersection are not found significant. The cabinet and controller are among the older TS2 standard equipment past the recommended life of the controller.

Improvements are planned for Memorial Boulevard (SR 126) to increase the capacity and storage of the southbound off-ramp and upgrade the traffic signal. The upgrade should include nearside auxiliary signal heads for the westbound approach for increased visibility due to the horizontal alignment and the overpass structure, which may limit the visibility of the approach displays.





### Memorial Boulevard & John B Dennis Highway NB Ramps

The signal is a steel strain pole with diagonal span wire installation providing signalized access from John B Dennis Highway. It has protected/permissive left-turn phasing from eastbound Memorial Boulevard to northbound John B Dennis Highway.

There are not any sidewalks or pedestrian traffic control. Crashes for the signalized intersection are not found significant. The cabinet and controller are among the older TS2 standard equipment past the recommended life of the controller.



Improvements are planned for Memorial Boulevard (SR 126), which will increase the capacity and storage of the southbound off-ramp and upgrade the traffic signal. The upgrade should include nearside auxiliary signal heads for the westbound approach for increased visibility due to the horizontal alignment and the overpass structure, which may limit the visibility of the approach displays.

### John B Dennis Highway & Pavilion Drive

The signal installation is a mast arm signal configuration. The Pavilion Drive and driveway approaches are split-phased (Phases 3 and 4). John B Dennis Highway has protected-permissive left-turn phasing. The controller is an older Econolite ASC/3-2100 and an age that exceeds the recommended life of the controller.

The intersection does not have sidewalks or pedestrian traffic control. Crashes are predominantly rear-end and angle collisions attributed to higher speeds and horizontal alignment of John B Dennis Highway in the intersection vicinity.



### John B Dennis Highway & Tribe Athletic Complex

The signal is a steel strain pole with a span wire configuration. The westbound driveway approach is two lanes. John B Dennis Highway has protected-permissive left-turn phasing. The controller is an older Econolite ASC/3-2100 and an age that exceeds the recommended life of the controller.

The intersection does not have sidewalks or pedestrian traffic control. Crashes experienced at the intersection are predominantly other collisions unrelated to signal operations.



### John B Dennis Highway & Bloomingdale Road

This signal is a wood pole with a span wire configuration. The intersection operates with a 4-phase Peak Transyt traffic signal with left-turn phasing provided for the John B Dennis Highway and Bloomingdale Road approaches. The signal is a Sullivan County signal. The controller is very aged, over 30 years.

The Tennessee Department of Transportation identified this signalized intersection for reconstruction in its Traffic Signal Modernization and Maintenance (TSM&M) Program conducted by CDM Smith in the Spring of 2021. This survey and review identified many deficiencies of the intersection requiring improvements.



## VEHICLE DETECTION

Kingsport's vehicle detection system employed for traffic signals primarily consists of inductive loops embedded in the street pavement. Inductive loop technology has been widely used for vehicle detection for many decades and remains a prevalent method in traffic control. However, the maintenance of loops can present challenges over time, as their performance may deteriorate due to factors such as pavement conditions and weather. Ensuring proper operations and effective control of traffic signals requires diligent maintenance of both the signals and associated detection systems. In recent years, advancements in intelligent transportation systems have led to significant improvements in vehicle detection technology, necessitating exploring alternative detection methods.

One alternative to inductive loops is video detection, which utilizes cameras to monitor and analyze traffic flow. Video detection systems have witnessed increased deployment and have proven to be an excellent alternative to inductive loops. The technology has improved, and video detection provides reliable vehicle detection capabilities. Similarly, radar detection has emerged as another viable alternative, offering accurate vehicle detection without the need for physical infrastructure in the roadway.

Installing and repairing inductive loops are labor-intensive and can significantly impact traffic flow, as lane closures are often required during these activities. This places workers close to moving traffic, posing safety risks. The improved reliability and performance of video and radar detection devices have made them increasingly preferred alternatives, offering accurate vehicle detection while being less disruptive to traffic. Furthermore, their maintenance work can be conducted at a greater distance from prevailing traffic conditions, enhancing safety for maintenance crews. Vehicle detection can also be maintained during roadway or utility work within or near signalized intersections.

Kingsport currently conducts loop maintenance on an ongoing basis. However, considering the advancements and widespread adoption of alternative technologies, the City of Kingsport may want to explore vehicle detection options that are less invasive and easier for city personnel to maintain. Video and radar technologies are currently being utilized by progressive jurisdictions, offering reliable and efficient vehicle detection capabilities.

In terms of cost, the initial investment for video and radar detection systems is comparable to that of inductive loops, particularly for multilane arterial highways where multiple loops (both presence and advance) are typically installed, necessitating pull boxes, conduits, and cables. The less invasive nature of video and radar detection makes them highly competitive alternatives to inductive loops. The cost competitiveness of alternative detection methods may vary for 2-lane arterials, where fewer loops are required due to the number of lanes and lower speeds typically observed. However, it is essential to note that the maintenance of these detection devices should be less demanding and more manageable with limited personnel, potentially offsetting any cost differences.

Instead of installing new loops, an ongoing maintenance activity could involve replacing faulty loops with alternative detection systems. This gradual replacement approach allows a smoother transition from inductive loops to alternative technologies, minimizing disruptions and optimizing maintenance efforts.

By considering the implementation of video and radar detection systems as alternatives to inductive loops, Kingsport can benefit from reduced maintenance needs, improved reliability, and increased ease of maintenance, all while ensuring consistent and accurate vehicle detection across the signalized intersections.

## SIGNAL TIMING CLEARANCES

The City of Kingsport provided the current signal timing for evaluating the present signal operations. The initial signal timing review focused on the YELLOW and RED clearances. The YELLOW clearance is determined based on approach speeds, typically corresponding to the posted speed limit. In contrast, the RED clearance, also known as the "all red" interval, allows sufficient time for a vehicle to clear the intersection at the end of the YELLOW clearance. The minimum duration for the YELLOW clearance is set at 3.0 seconds. Suppose vehicle enters the intersection just prior to the YELLOW clearance termination, the RED clearance should provide enough time for the vehicle to clear the intersection before the next conflicting signal phase. Typically, the total clearance time should not exceed 7 seconds, but certain specific conditions may necessitate a longer duration. It is generally not recommended to exceed a RED clearance time of 2.5 seconds unless particular conditions exist, such as wider-than-usual intersections, off-set intersections, or single-point interchanges.

Signal clearances for the Kingsport traffic signals were calculated in accordance with the guidelines outlined in the Manual on Uniform Traffic Control Devices (MUTCD), Institute of Transportation Engineers (ITE) recommended practices and TDOT standards. The calculated clearances can be found in *Appendix D*, and these recommended clearances were incorporated into the optimized signal timing developed for the study. Specifically, the recommended minimum YELLOW clearance is 3.2 seconds for a 30 mph approach or speed zone and 4.3 seconds for a 45 mph approach or speed zone.

## YELLOW CLEARANCE VIOLATIONS

Most of the traffic signals in the study area currently have the required minimum YELLOW clearance with two exceptions. The following YELLOW clearance violations should be addressed.

- Stone Drive & N Eastman Road, Phases 2,6
- John B Dennis Highway & Tribe Athletic Complex, Phase 2
- John B Dennis Highway & Bloomingdale Road, Phase 2

## ALL RED CLEARANCE VIOLATIONS

Most YELLOW and RED intervals (total clearance time) in City of Kingsport can be adjusted for increased efficiencies. Stone Drive and John B Dennis Highway corridor signals; however, have the

recommended/appropriate total clearance time, but for some intersections the RED interval should be reduced or increased for improved signal operations and safety.

- Stone Drive & N Eastman Road, Phases 2,4,5,6
- Stone Drive & Beechnut Drive, Phase 1
- Memorial Boulevard & NB John B Dennis Highway, Phase 2

## PEDESTRIAN CLEARANCE

Pedestrian signal clearances were included in the signal clearance review. This review determined that intersections with pedestrian phasing should be adjusted for several of the signal phases at the following signals.

- Stone Drive & N Eastman Road, Pedestrian Phase 4

*Appendix D* includes a table detailing the calculated clearance time, TDOT recommended clearances and minimum clearances.



# TRAFFIC SIGNAL ANALYSIS

## CAPACITY AND LEVEL OF SERVICE

To evaluate the current operations of the traffic control devices, capacity and level of service (LOS) were calculated using the Highway Capacity Manual (HCM), published by the Transportation Research Board (TRB). Signalized and unsignalized intersections are evaluated based on estimated intersection delays, which may be related to LOS.

The capacity of an intersection represented by the intersection V/C (volume/capacity) ratio is the calculation of traffic volumes in relation to the intersection geometry, signal phasing, and the green time assignment for any traffic movement. Capacity ratios between 0.80 and 0.90 represent acceptable and efficient use of the intersection's geometry, whereas capacity ratios over 0.90, intersections operating near or over capacity, may be less stable and greater delays may occur more often. Signalized delays are attributed to the intersection geometry and the signal timing employed. In saturated traffic or over-capacity conditions, delay may be reduced, but capacity may only be marginally improved. Signal phasing improvements may improve capacity and decrease delays, but capacity issues often require intersection geometric improvements.

LOS and capacity measure an intersection's ability to accommodate traffic volumes. LOS for intersections ranges from A to F. LOS A is the best, and LOS F is failing. For signalized intersections, a LOS of A has an average estimated intersection delay of less than 10 seconds, and LOS F has an estimated delay of greater than 80 seconds. A LOS of C and D are typical design values. Within urban areas, a LOS D, with a delay between 35 and 55 seconds, is considered acceptable by the Institute of Transportation Engineers (ITE) for signalized intersections. *Table 4* presents a description of the signalized LOS.

The existing Kingsport signal timing was modeled using Synchro, Version 11, a signal modeling software developed by Trafficware. Synchro is often used in the evaluation of signal timing and its optimization. Traffic turning movement count (TMC) data collected, signal phasing, and timing were entered in the Synchro models for the AM and PM peak hours. In *Appendix E*, the turning movements modeled in Synchro are provided for the peak hours, including the AM, midday, and two PM peak hours. The PM peak hour varied with Stone Drive intersections. The signalized intersections peak hours for Kingsport are identified below. The signalized intersections' peak hours for Kingsport are in *Table 5*.



Table 4. Level of Service Description for Signalized Intersection

LOS	Average Control Delay per Vehicle (seconds)	Description
A	$\leq 10$	Very low delay with extremely favorable progression. Most vehicles don't stop.
B	$> 10.0$ and $\leq 20.0$	Generally good progression. Increased number of stops from that described for LOS "A" resulting in higher delays.
C	$> 20.0$ and $\leq 35.0$	Fair Progression with increased delay. Number of stopping vehicles become significant; however, many still pass through the intersection without stopping. Stable flow.
D	$> 35.0$ and $\leq 55.0$	The influence of congestion becomes more noticeable. Longer delays resulting from unfavorable progression, longer cycles, or high V/C ratios. Approaching unstable flow.
E	$> 55.0$ and $\leq 80$	Limit of acceptable delay. Long delays associated with poor progression, long cycles, or high V/C ratios.
F	$> 80.0$	Unacceptable operation resulting from oversaturation (flow rates exceed capacity). Poor progression, long cycles, and high V/C ratios.

SOURCE: Highway Capacity Manual, TRB Special Report 209

Table 5. Peak Hour Period for Intersections

Major Street	Minor Street	AM Peak Hour	Midday Peak Hour	PM Peak Hour
Stone Drive	Brookside Drive	7:45-8:45	12:00-1:00	4:45-5:45
	N Eastman Road	7:45-8:45	12:00-1:00	4:45-5:45
	Indian Trail Drive	8:00-9:00	12:00-1:00	4:45-5:45
	John B Dennis Hwy SB Off-Ramp/American Way	8:00-9:00	12:00-1:00	4:45-5:45
	John B Dennis Hwy NB Ramps	7:45-8:45	12:00-1:00	4:30-5:30
	Beechnut Drive/Springdale Lane	8:00-9:00	12:00-1:00	4:30-5:30
	Kingsport Pavilion Shopping Center	8:00-9:00	12:00-1:00	4:45-5:45
John B Dennis Highway	SB Ramps at Memorial Blvd	7:00-8:00	11:30-12:30	5:00-6:00
	NB Ramps at Memorial Blvd	7:15-8:15	11:45-12:45	5:00-6:00
	Pavilion Drive	7:30-8:30	12:00-1:00	4:30-5:30
	Tribe Athletic Complex	7:30-8:30	12:00-1:00	4:45-5:45
	Bloomington Road	7:30-8:30	12:00-1:00	4:45-5:45

For the Stone Drive corridor, the intersection peak hours periods varied between 7:45-9:00AM, 12:00-1:00PM, and 4:30-5:45PM. For the John B Dennis Highway corridor, the peak hour periods varied between 7:30-8:30AM, 12:00-1:00PM, and 4:30-5:45PM. The peak hours for the Memorial Boulevard varied between 7:00-8:15AM, 11:30-12:45PM, and 5:00-6:00PM.

## OPTIMIZED CYCLE LENGTH

During the peak hours, the majority of the signalized intersections are currently operating below the intersection capacity, and delays are acceptable, with a minimum LOS D. However, improvements can be provided with optimized signal timing, thereby reducing the delays and providing some signal coordination for the reduction of stops that are now experienced for Stone Drive. Optimized traffic signal timings were developed for the Stone Drive and Memorial Boulevard corridors for the peak hours. Signal cycles for the existing and optimized signal timing are identified in *Table 6*.

**Table 6. Existing and Optimized Cycle Length for Stone Drive and Memorial Boulevard**

Coordinated Corridor	Peak Hour	Existing Cycle Length (s)	Optimized Cycle Length (s)
Stone Drive	AM	110	120
	Midday	100	100
	PM	110	110
Memorial Boulevard	AM	95	100
	Midday	85	80
	PM	90	90

The measures of effectiveness of the existing and optimized corridor signal system are presented in *Table 7* and *Table 8*.

**Table 7. Stone Drive Signal System Measures of Effectiveness**

MEASURE OF EFFECTIVENESS	AM Peak Hour		Mid-Day Peak Hour		PM Peak Hour	
	Existing	Optimized	Existing	Optimized	Existing	Optimized
Cycle (s)	110	120	100	100	110	110
Total Delay/Vehicle (s/veh)	8	5	13	10	14	12
Total Delay (hrs)	43	29	103	78	129	112
Stops/Vehicle	0.32	0.22	0.44	0.39	0.41	0.43
Stops	6172	4217	12419	11156	13639	14250
Average Speed (mph)	29	33	24	27	23	25
Total Travel Time (hrs)	124	110	220	195	264	247
Distance Traveled (mi)	3644	3644	5270	5270	6076	6076
Unserviced Vehicles	0	0	0	0	0	0

**Table 8. Memorial Boulevard Signal System Measures of Effectiveness**

MEASURE OF EFFECTIVENESS	AM Peak Hour		Mid-Day Peak Hour		PM Peak Hour	
	Existing	Optimized	Existing	Optimized	Existing	Optimized
Cycle (s)	95	100	85	80	90	90
Total Delay/Vehicle (s/veh)	6	5	6	6	13	13
Total Delay (hrs)	4	3	3	3	9	10
Stops/Vehicle	0.29	0.24	0.28	0.29	0.5	0.56
Stops	637	544	483	488	1344	1515
Average Speed (mph)	18	19	20	20	15	15
Total Travel Time (hrs)	9	8	8	8	19	19
Distance Traveled (mi)	159	159	166	166	272	272
Unserviced Vehicles	0	0	0	0	0	0

As presented in *Table 7*, Stone Drive improvements are indicated with the optimized signal timing, reducing delays and some improvement in the progression speed. Memorial Boulevard and the John B Dennis Highway (SR 93) interchange, the optimization is more limited in improving the traffic conditions thereby indicating the current signal timing is providing good traffic progression and operations. As presented in *Table 8*, the Memorial Boulevard (SR 126) interchange with John B Dennis Highway (SR 93) optimization can provide some minor improvement of the AM peak hour but the current timing for the midday and PM peak hours are acceptable and differences with optimization are insignificant.

Table 9 presents both current and optimized capacity and LOS of the corridor signalized intersections in 2022. A minimum LOS D is currently provided for the corridor intersections. Though the intersection levels of service are acceptable for the corridor intersections, adverse queuing may continue for the northbound John B Dennis Highway on-ramp from Stone Drive. *With optimization of the signal timing for the corridors, a minimum LOS C is provided for all signalized intersections during all three peak periods for 2022 volumes.*

Table 9. 2022 Existing and Optimized Capacity and Level of Service Analysis with Proposed Improvements

SIGNAL GROUP	PEAK HOUR	EXISTING			OPTIMIZED			OPTIMIZED w/ IMPROVEMENT A JBD NB Free-Flow RT Lane JBD SB Approach LT & RT			OPTIMIZED w/ IMPROVEMENT B JBD NB Double RT Lanes JBD SB Approach LT & RT			OPTIMIZED w/ IMPROVEMENT C JBD NB-Double RT Lanes & Stone Non-Permissive LT, JBD SB Approach LT & RT		
		V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service
Stone Drive & Brookside Drive	AM	0.61	23.3	C	0.6	16.3	B	0.6	16.7	B	0.6	16.7	B	0.6	16.7	B
	MID	0.76	39.3	D	0.76	25.3	C	0.76	27.5	C	0.76	32.6	C	0.76	32.7	C
	PM	0.76	37.8	D	0.76	28.5	C	0.76	32.8	C	0.76	32.8	C	0.76	32.3	C
Stone Drive & N Eastman Road	AM	0.39	18.1	B	0.38	20.8	C	0.38	19.5	B	0.38	20.1	C	0.39	19.8	C
	MID	0.74	25.2	C	0.74	29.3	C	0.74	27.9	C	0.74	26.7	C	0.74	26.5	C
	PM	0.76	40.7	D	0.75	23.2	C	0.74	36.9	D	0.74	37	D	0.76	28.5	C
Stone Drive & Indian Trail	AM	0.38	24	C	0.37	15.8	B	0.37	14.4	B	0.37	14.5	B	0.38	14.7	B
	MID	0.63	21.9	C	0.63	19.4	B	0.63	23.2	C	0.63	20	B	0.63	20.5	C
	PM	0.73	30.4	C	0.73	27.8	C	0.71	22.8	C	0.71	23	C	0.74	24.8	C
Stone Drive & JBD Hwy SB/ American Way	AM	0.32	11.6	B	0.31	7.6	A	0.31	6.7	A	0.31	8.8	A	0.31	8.8	A
	MID	0.51	18.1	B	0.51	7.3	A	0.51	8.4	A	0.51	9.6	A	0.51	9.6	A
	PM	0.61	12.3	B	0.61	8.6	A	0.57	10.8	B	0.57	13.2	B	0.57	12.9	B
Stone Drive & John B Dennis Hwy NB	AM	0.37	18.8	B	0.4	21	C	0.37	13.8	B	0.39	23.1	C	0.39	23.1	C
	MID	0.66	25.4	C	0.66	20.4	C	0.53	14	B	0.53	19.6	B	0.53	19.6	B
	PM	0.87	45.2	D	0.85	30	C	0.65	13.8	B	0.69	22.7	C	0.68	25.6	C
Stone Drive & Beechnut Drive/Springdale Lane	AM	0.35	9.3	A	0.34	9.5	A	0.26	9.2	A	0.26	9.2	A	0.26	9.2	A
	MID	0.55	10.1	B	0.55	10.1	B	0.43	9.1	A	0.43	9.1	A	0.43	9.1	A
	PM	0.73	15.2	B	0.73	15	B	0.57	12	B	0.57	12	B	0.57	12	B
Stone Drive & Pavilion Shopping Center	AM	0.37	14.8	B	0.33	14.3	B	0.33	14.3	B	0.33	14.2	B	0.34	14.5	B
	MID	0.63	25.6	C	0.65	25.7	C	0.65	25.7	C	0.65	25.7	C	0.65	25.7	C
	PM	0.74	29.2	C	0.75	29.7	C	0.72	30.5	C	0.72	30.5	C	0.77	29.4	C
Memorial Blvd & John B Dennis Hwy SB	AM	0.47	10.8	B	0.47	10.1	A									
	MID	0.32	16.6	B	0.33	15.8	B									
	PM	0.61	22.1	C	0.61	23.4	C									
Memorial Blvd & John B Dennis Hwy NB	AM	0.5	9.9	A	0.5	9.9	A									
	MID	0.24	9.1	A	0.25	8.7	A									
	PM	0.48	14	B	0.48	12.6	B									
John B Dennis Hwy & Pavilion Drive	AM	0.32	13.7	B	0.31	13.1	B									
	MID	0.36	19.4	B	0.38	17.4	B									
	PM	0.59	29.9	C	0.58	20	B									
John B Dennis Hwy & Tribe Athletic Complex	AM	0.28	2.7	A	0.26	2.8	A									
	MID	0.27	3.5	A	0.26	3.4	A									
	PM	0.44	4.2	A	0.42	3.8	A									
John B Dennis Hwy & Bloomingdale Road	AM	0.49	34.4	C	0.54	26.7	C	0.62	21.5	C						
	MID	0.33	27.3	C	0.35	23.5	C	0.42	19.7	B						
	PM	0.57	30.6	C	0.59	26.6	C	0.66	22.1	C						

## GEOMETRIC IMPROVEMENTS

The last three columns of *Table 9* present the capacity and LOS analysis for which geometric improvements are proposed.

### Stone Drive & John B Dennis Highway Northbound Ramps

For the intersection of Stone Drive and John B Dennis Highway northbound ramps, the eastbound thru movement is a non-critical movement and the drop in eastbound traffic to southbound John B Dennis Highway permits the reduction of the eastbound thru lane from 3 to 2 lanes, thereby allowing the left thru lane to be assigned for the eastbound left-turn movement to northbound John B Dennis Highway (*Figure 4*). This would permit an eastbound left-turn storage of approximately 300 feet from the existing available storage of 100-125 feet. This proposed lane reduction is included in all improvements in Table 8.

With the provision of a longer left-turn storage lane, it is possible to modify the existing protected/permissive left-turn phase to a protected only signal phase, a recommended practice with three opposing lanes. The protected only left-turn signal phase would address the more recent fatality occurring during a left-turn movement from eastbound Stone Drive to northbound John B Dennis Highway (shown in Improvement C).



**Figure 4. EB Lane Reduction on Stone Drive to allow additional storage at EB Left Turn onto John B Dennis Hwy**



**Figure 5. Proposed NB Off-Ramp Geometry for Improvement A**

The John B Dennis Highway northbound off-ramp was analysed by looking at two options: (1) a free flow right turn lane with dual left turn lanes and one right turn lane at the intersection (*Figure 5*) and (2) dual left turn lanes and dual right turn lanes at the intersection (*Figure 6*).





Figure 6. Geometric Improvement B & C For Stone Drive and John B Dennis Highway Interchange

### Stone Drive & John B Dennis Highway Southbound Off-Ramp/American Way

In addition to the northbound John B Dennis Highway, the southbound off-ramp conflicts with the American Way approach and with eastbound E Stone Drive were identified that may be mitigated with some geometric improvements. The channelized yielding right-turn movement from southbound John B Dennis Highway to westbound Stone Drive at American Way can be a significant conflict with westbound traffic on Stone Drive. This conflict is increased if traffic from John B Dennis Highway is destined for any of the commercial businesses on the southside of Stone Drive. The addition of a right-turn lane from the off ramp at the American Way signal would better manage this conflict and could be constructed with the addition of left-turn lanes from both the off ramp as well as American Way, providing an increased understanding opposing traffic intentions and efficiency (seen in Figure 4 & 6). This proposed geometric mitigation at John B Dennis Highway southbound off ramp is included in all improvements in Table 8.

### Turn Lane Size

Proposed improvements indicated some improved levels of service from the minor approaches but more importantly added intersection capacity and provided increased storage for traffic queues, enhancing the intersection operation and efficiency. Proposed intersection improvements are identified as follows:



### *Stone Drive & John B Dennis Highway Southbound Off-Ramp/American Way*

- Northbound 100' Left-Turn Lane
- Southbound 300' Left- and Right-Turn Lanes, removing the yielding right-turn movement

### *Stone Drive & John B Dennis Highway Northbound Ramps*

- Northbound 50'-100' Right-Turn Lane
- Eastbound 300' Left-Turn Lane, storage gained by removing a Thru-Lane and leaving 2 eastbound Thru-Lanes

## 25-YEAR ANALYSIS

Further analyses were conducted for a 25-year horizon (2047) of the corridor and its proposed intersection geometric improvement to determine capacity and level of service of the horizon year. Traffic for the corridor were grown 20-percent, reflecting 0.8 annual growth rate estimated from the Kingsport Travel Demand Model. This analysis determined optimized corridor signalized intersections can continue operating at an acceptable level of service. With existing intersection geometry, intersection capacity would be exceeded for the Stone Drive and John B Dennis Highway northbound ramps will reach capacity. The proposed geometric improvement of these intersections would mitigate the capacity and result in acceptable levels of service. Projected levels of service are presented in *Table 10*.

Table 10. Level of Service for Existing 2022 Timing, Optimized 2022 Timing, and 2047 Optimized Timing with Improvements (Planned & Proposed)

SIGNAL GROUP	PEAK HOUR	2022 VOLUMES EXISTING TIMING & GEOMETRY			2022 VOLUMES OPTIMIZED TIMING & EXISTING GEOMETRY			2047 PROJECTED VOLUMES OPTIMIZED TIMING & EXISTING GEOMETRY			2047 PROJECTED VOLUMES OPTIMIZED TIMING & PROPOSED IMPROVEMENT C		
		V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service	V/C	Average Delay	Level of Service
Stone Drive & Brookside Drive	AM	0.61	23.3	C	0.60	16.3	B	0.65	19.3	B	0.65	19.7	B
	MID	0.76	39.3	D	0.76	25.3	C	0.84	34.4	C	0.84	26.7	C
	PM	0.76	37.8	D	0.76	28.5	C	0.84	31.4	C	0.84	30.6	C
Stone Drive & N Eastman Road	AM	0.39	18.1	B	0.38	20.8	C	0.46	12.6	B	0.46	12.8	B
	MID	0.74	25.2	C	0.74	29.3	C	0.84	34.0	C	0.84	34.0	C
	PM	0.76	40.7	D	0.75	23.2	C	0.86	37.6	D	0.86	36.3	D
Stone Drive & Indian Trail	AM	0.38	24.0	C	0.37	15.8	B	0.41	11.0	B	0.41	12.8	B
	MID	0.63	21.9	C	0.63	19.4	B	0.73	19.3	B	0.73	19.2	B
	PM	0.73	30.4	C	0.73	27.8	C	0.85	29.4	C	0.85	26.3	C
Stone Drive & JBD Hwy SB/ American Way	AM	0.32	11.6	B	0.31	7.6	A	0.37	7.5	A	0.37	7.8	A
	MID	0.51	18.1	B	0.51	7.3	A	0.60	7.7	A	0.60	8.7	A
	PM	0.61	12.3	B	0.61	8.6	A	0.72	11.7	B	0.70	11.3	B
Stone Drive & John B Dennis Hwy NB	AM	0.37	18.8	B	0.40	21.0	C	0.54	19.4	B	0.51	20.4	C
	MID	0.66	25.4	C	0.66	20.4	C	0.82	24.4	C	0.69	21.8	C
	PM	0.87	45.2	D	0.85	30.0	C	1.02	41.6	D	0.88	28.7	C
Stone Drive & Beechnut Drive/Springdale Lane	AM	0.35	9.3	A	0.34	9.5	A	0.41	8.9	A	0.30	8.4	A
	MID	0.55	10.1	B	0.55	10.1	B	0.66	11.2	B	0.49	9.5	A
	PM	0.73	15.2	B	0.73	15.0	B	0.81	16.8	B	0.64	12.3	B
Stone Drive & Pavilion Shopping Center	AM	0.37	14.8	B	0.33	14.3	B	0.41	13.4	B	0.41	13.4	B
	MID	0.63	25.6	C	0.65	25.7	C	0.77	28.2	C	0.77	28.2	C
	PM	0.74	29.2	C	0.75	29.7	C	0.89	38.4	D	0.89	38.4	D
Memorial Blvd & John B Dennis Hwy SB	AM	0.47	10.8	B	0.47	10.1	A	0.44	10.0	A	0.44	10.0	A
	MID	0.32	16.6	B	0.33	15.8	B	0.28	15.4	B	0.28	15.4	B
	PM	0.61	22.1	C	0.61	23.4	C	0.57	19.3	B	0.57	19.3	B
Memorial Blvd & John B Dennis Hwy NB	AM	0.50	9.9	A	0.50	9.9	A	0.51	9.3	A	0.51	9.3	A
	MID	0.24	9.1	A	0.25	8.7	A	0.28	8.8	A	0.28	8.8	A
	PM	0.48	14.0	B	0.48	12.6	B	0.60	12.9	B	0.60	12.9	B
John B Dennis Hwy & Pavilion Drive	AM	0.32	13.7	B	0.31	13.1	B	0.36	12.5	B	0.36	12.5	B
	MID	0.36	19.4	B	0.38	17.4	B	0.42	16.8	B	0.42	16.8	B
	PM	0.59	29.9	C	0.58	20.0	B	0.69	21.9	C	0.69	21.9	C
John B Dennis Hwy & Tribe Athletic Complex	AM	0.28	2.7	A	0.26	2.8	A	0.34	2.6	A	0.34	2.6	A
	MID	0.27	3.5	A	0.26	3.4	A	0.30	3.1	A	0.30	3.1	A
	PM	0.44	4.2	A	0.42	3.8	A	0.51	4.5	A	0.51	4.5	A
John B Dennis Hwy & Bloomingdale Road	AM	0.49	34.4	C	0.54	26.7	C	0.67	23.3	C	0.67	23.3	C
	MID	0.33	27.3	C	0.35	23.5	C	0.48	21.0	C	0.48	21.0	C
	PM	0.57	30.6	C	0.59	26.6	C	0.75	26.5	C	0.75	26.5	C

# SIGNAL TIMING PLANS

## Stone Drive Coordinated Signal Group

In reviewing the average weekday daily traffic data collected for Stone Drive, this corridor exhibits a very bidirectional flow of traffic which varies from 1,500 to 2,150vph (vehicles per hour) east of John B Dennis Highway and from 1,820 to 2,780 west of John B Dennis Highway. From noon to approximately 7:30PM, the traffic for Stone Drive is relatively constant between 2,500 and 2,900vph west of John B Dennis Highway. The examination of these daily volume profiles, available in the *Appendix B*, finds that 3 timing plans could well satisfy the traffic flow along the Stone Drive corridor. In *Appendix H*, three timing plans are available for implementing for the system operations. The proposed system would operate as follows:

Clock Schedule	Cycle	C/O/S
6:30AM-9:00AM	120s	1/1/1
9:00AM-3:00PM	100s	2/1/1
3:00PM-6:30PM	110s	3/1/1
6:30PM-11:00PM	100s	2/1/1

With the optimized cycles and the bidirectional traffic flow through the corridor, the system operations should be very stable and flexible. The timing plan schedule should be very flexible in addressing the traffic flow for the corridor.

## Memorial Boulevard Coordinated Signal Group

Memorial Boulevard at the John B Dennis Highway interchange indicate more pronounced AM and PM peak hours and are currently addressed acceptably in the current timing plans and can be maintained with the proposed.

John B Dennis Highway traffic flow is more directional as exhibited by its daily volume profile with southbound traffic exhibited from 6:00AM to noon, bidirectional from noon to 3:00PM, and northbound from 3:00PM to 7:00PM. The northbound flow appears to continue through the evening but is more bidirectional. Timing is provided for the three peak hours but can be operated as isolated signals as they are now. Offsets as provided in the proposed timing sheets which can be implemented in a time base or non-interconnected (NIC) mode; however, any progression would be minimal as the distance between signals would not maintain traffic platoons effectively.

# RECOMMENDATIONS

The City of Kingsport Public Works Department has been very effective in upgrading the City's signal operations with the most current technology, including signal ATC controllers, fiber communications, and central software in a traffic management office. The following recommendations are proposed as part of the final TSMO Plan for improving the safe and efficient operation of signalized intersections within the study area in Kingsport.

## SIGNAL TIMING

Implement the optimized signal timing and vehicular and pedestrian phase clearances developed in the study and report. This will reduce delays and improve progress for eastbound and westbound traffic movements along the corridor. It is important to ensure adherence to recommended practices of the traffic engineering profession and standards outlined in the Manual on Uniform Traffic Control Devices (MUTCD).

## TURN LANES

Address specific intersections that benefit from turn lanes to enhance safety and improve traffic flow. The following recommendations are proposed:

### *Stone Drive & John B Dennis Highway Southbound Off-Ramp/American Way*

- Northbound 100' Left-Turn Lane
- Southbound 300' Left- and Right-Turn Lanes, removing the yielding right-turn movement

### *Stone Drive & John B Dennis Highway Northbound Ramps*

- Northbound 50'-100' Right-Turn Lane
- Eastbound 300' Left-Turn Lane, storage gained by removing a Thru-Lane and leaving 2 eastbound Thru-Lanes

## PEDESTRIAN

Upgrade pedestrian facilities to improve accessibility and ensure compliance with the American Disabilities Act (ADA) and TDOT Design Standards. This includes ramps, signals, and push buttons. By enhancing pedestrian control and sidewalk accessibility, safety and convenience for pedestrians will be significantly improved. The Corridor Study expands upon the proposed pedestrian improvements at each intersection.

## VEHICLE DETECTION

Consider incorporating alternative vehicle detection technologies, such as radar detection, as part of signal upgrades. This can provide more accurate and reliable vehicle detection, reducing reliance on traditional inductive loops. Assess the feasibility and benefits of deploying radar detection systems to enhance signal operations and optimize traffic flow.

By implementing these recommendations, the Kingsport Public Works Department can enhance signal operations, resulting in safer and more efficient traffic flow along the corridor. These improvements align with industry best practices, standards, and guidelines, ensuring that the transportation infrastructure in Kingsport meets the evolving needs of the community and supports a sustainable and effective transportation system.

# CONCLUSION

In conclusion, the TSMO Plan for the City of Kingsport presents a comprehensive strategy to enhance signalized intersections' safe and efficient operation within the study area. Through a thorough review of existing conditions, identification of key issues and opportunities, and the development of practical recommendations, this plan aims to improve the overall transportation system and address the community's evolving needs.

Kingsport has demonstrated a commitment to upgrading its signal operations by embracing current technologies, including signal ATC controllers, fiber communications, and central software in a traffic management office. The recommended improvements outlined in this TSMO Plan will further enhance traffic operations, ensuring safer and more efficient travel along the Stone Drive and John B Dennis Highway corridors.

By implementing the recommended signal timing strategies, including vehicular and pedestrian phase clearances, delays will be reduced, and traffic progression will be enhanced. Adding minor street turn lanes at strategic intersections will improve safety and alleviate congestion. At the same time, upgrades to pedestrian facilities in compliance with ADA standards will create a more inclusive and accessible transportation network.

Furthermore, the consideration of alternative vehicle detection technologies, such as radar detection, offers the potential for more accurate and reliable detection, reducing the maintenance and operational challenges associated with inductive loops.

In summary, the TSMO Plan provides Kingsport with a roadmap for implementing targeted improvements prioritizing safety, efficiency, and accessibility. By following the recommendations outlined in this plan, the City of Kingsport can position itself as a model for effective traffic signal management, ensuring a reliable and efficient transportation network that serves the needs of residents, businesses, and visitors now and in the future.





**AGENDA ACTION FORM**

**Consideration of a Resolution to Accept a Donation of Battery Powered Fire Rescue Equipment from Eastman Chemical Company**

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

Action Form No.: AF- 301-2023  
Work Session: October 2, 2023  
First Reading: N/A  
Final Adoption: October 3, 2023  
Staff Work By: Asst Chief Arnold  
Presentation By: Chief Boyd

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
Eastman Chemical Company is making a donation to the Kingsport Fire Department for battery powered firefighting equipment. This is part of the sustainability for green initiative to reduce our carbon footprint within the community. The items include (2) sets of TNT battery powered extrication tools and (6) Milwaukee battery powered cut-off saws. The value of this donation is \$66,387.50.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION ACCEPTING A DONATION OF  
EQUIPMENT FROM EASTMAN CHEMICAL COMPANY  
FOR USE BY THE KINGSPORT FIRE DEPARTMENT

WHEREAS, Eastman Chemical Company desires to donate battery powered firefighting equipment for use by the Kingsport Fire Department in furtherance of its sustainability initiatives; and

WHEREAS, the equipment will include two sets of battery powered extraction tools from TNT Rescue Systems, Inc as well as six battery powered cut-off saws from Milwaukee Electric Tool Corporation; and

WHEREAS, the combined value of the equipment is \$66,387.50.

Now therefore,

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

SECTION I. That the donation of battery powered fire rescue equipment to the city from Eastman Chemical Company in the amount of \$66,387.50, is accepted.

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

ADOPTED this the 3rd day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Independently Tested and  
Compliant to NFPA 1936



Item X14.



Item X14.



Independently Tested and Compliant to NFPA 1936



Item X14.



**AGENDA ACTION FORM**

**Approve Issuance of Certificate of Compliance for a Retail Food Store to Sell Wine**

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

Action Form No.: AF-310-2023  
Work Session: October 2, 2023  
First Reading: October 3, 2023  
Final Adoption: October 3, 2023  
Staff Work By: Angie Marshall  
Presentation By: Angie Marshall

**Recommendation:**

Approve the issuance of a Certificate of Compliance to sell wine at Grocery Outlet, 1409 East Stone Drive.

**Executive Summary:**

A retail food store is required to file an application with the City Recorder to obtain a Certificate of Compliance. This Certificate, which must be issued and signed by the Mayor, is a required attachment to the application that is submitted by the business to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities that the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. A police background check has been conducted with nothing found that would prevent the applicant from receiving this certificate. Planning has also verified the business is properly zoned.

**Attachments:**

1. None

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





**AGENDA ACTION FORM**

**Consideration of a Resolution Approving a Settlement Agreement and Mutual Release with C & C Restoration, Inc. and Authorizing the Mayor to Execute the Same**

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

Action Form No.: AF-311-2023  
Work Session: October 2, 2023  
First Reading: N/A  
Final Adoption: October 3, 2023  
Staff Work By: Rowlett/Hodgson  
Presentation By: Rowlett

**Recommendation:**

Approve the resolution.

**Executive Summary:**

This resolution will approve and authorize the mayor to execute a settlement agreement and mutual release between city and C & C Restoration, Inc.

On December 25 and 26, 2022 the Tribe Athletic Complex suffered multiple sprinkler line breaks due to the abnormally cold weather conditions experienced throughout the region. C & C Restoration, Inc. was contacted to provide water remediation services at the TAC.

A dispute arose between city and C & C Restoration, Inc., as to the charges for the services provided at the TAC.

In an effort to amicably resolve the dispute without further controversy, expense, and delay representatives of city and C & C participated in mediation which produced a viable resolution of all disputes and claims between the parties in relation to the services.

The settlement agreement provides that in exchange for a mutual release of claims between the parties city will pay \$850,000 on or before October 6, 2023 for a total payment of \$2,070,063.09 to date.

Funding is available in project GP1733.

**Attachments:**

- 1. Resolution
- 2. Agreement

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

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

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH C & C RESTORATION, INC AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on December 25 and 26, 2022, the Tribe Athletic Complex suffered multiple sprinkler line breaks due to the abnormally cold weather conditions experienced throughout the region; and

WHEREAS, C & C Restoration, Inc. was contacted and provided water remediation services at the Tribe Athletic Complex; and

WHEREAS, a dispute arose between city and C & C Restoration, Inc., as to the charges for the services provided at the Tribe Athletic Complex; and

WHEREAS, in order to amicably resolve the dispute without further controversy, expense, and delay it is deemed advisable to resolve the dispute and claims between the parties; and

WHEREAS, as part of the settlement agreement and mutual release city will pay the additional sum of \$850,000.00 for a total payment of \$2,070,063.09; and

WHEREAS, funding is available in project GP1733.

Now therefore,

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

SECTION I. That the settlement agreement and mutual release with C & C Restoration, Inc., to resolve all claims and disputes arising out of water remediation services at the Tribe Athletic Complex is hereby approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Settlement Agreement and Mutual Release, to deliver the release 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 release and this resolution, said release being as follows:

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the release set out herein that do not substantially alter the material provisions of the release, 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 3rd day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made as of this \_\_\_\_ day of October, 2023 between the City of Kingsport for its Kingsport City Schools and C & C Restoration, Inc. relative to claims arising out of remediation services performed by C & C Restoration, Inc. at the Tribe Athletic Complex located at 2533 North John B. Dennis Highway, Kingsport, Tennessee.

### WITNESSETH:

**WHEREAS**, on or around December 26, 2022, City of Kingsport for its Kingsport City Schools (hereinafter City) contacted C & C Restoration, Inc., (hereinafter C & C) for C & C to provide water remediation services (the "Services") at the Tribe Athletic Complex, formerly known as Sullivan North High School, located at 2533 North John B. Dennis Highway, Kingsport, Tennessee (the "Property") which suffered water damage due to fire sprinkler line breaks as a result of abnormally cold weather; and

**WHEREAS**, a dispute arose between the Parties as to the charges for the Services at the Property (the "Dispute"); and

**WHEREAS**, in an effort to amicably resolve the Dispute without further controversy, expense, and delay representatives of the Parties participated in mediation which produced a viable resolution of all disputes and claims between the Parties in relation to the Services and the Property.

**NOW THEREFORE**, in consideration of the premises, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged City and C&C agree as follows:

1. City shall pay to C & C the sum of \$850,000.00 no later than October 6, 2023 which shall constitute a total payment to C & C for the Services of the total sum of \$2,070,063.09 based on prior payments totaling \$1,220,063.09.

2. Subject to the provisions of paragraph 4.) below, City hereby releases and discharges C & C, its successors, subsidiaries, shareholders, officers, and agents from any and all claims, obligations, debts, or causes of action of any kind or nature whatsoever, in law or equity which are known or may become known associated with the Services, the Property and the Dispute.

3. C & C does hereby accept the total sum of \$2,070,063.09 as full and final payment for all services rendered and costs incurred for the Services at the Property and C & C does hereby release City, its elected officials, officers, and employees from all claims, obligations, debts, or causes of action of any kind or nature whatsoever, in law or equity which are known or may become known associated with the Services, the Property, and the Dispute.

4. C & C shall indemnify, defend, and hold harmless City its elected officials, officers, and employees from any and all claims, demands, causes of action, or suits of any kind or nature whatsoever in law or equity whether currently known or unknown by

C & C's suppliers and/or vendors associated with the Services, the Property, and the Dispute.

5. The Parties agree that each has incurred legal costs or expenses during the course of their dispute leading up to and including execution of this agreement and that each party is responsible for its respective legal costs or expenses.

6. The Parties agree that this agreement is being entered into in order to resolve disputes to which reasonable minds may disagree and is not an admission of fault or wrongdoing by either party nor shall it be construed as such.

7. This agreement shall be construed in its entirety according to its plain meaning. The parties hereby agree that this agreement shall be construed as a negotiated agreement with mutual input by equally sophisticated parties who have conferred with their respective counsels as to its terms and therefore this agreement shall not be construed against either party.

8. The parties represent and warrant to each other that the individuals signing this agreement on behalf of the parties have been duly authorized by appropriate corporate or entity action to execute this agreement, and that the signatures of the parties below are binding on such respective party and create an enforceable contract between the parties.

9. Any action to enforce this agreement shall be brought in the Circuit Court at Kingsport, Tennessee.

10. This agreement shall be binding on the parties, their legal representatives, successors, heirs and assigns.

11. Each Party acknowledges and warrants to each other that it has not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever that it may have or may have had against another Party hereto arising from, on account of, in connection with, or otherwise relating to the Services and the Dispute.

12. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Tennessee.

13. No party may assign any of its rights hereunder with the prior consent of the other party.

14. This agreement shall only be modified or amended in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Mutual Release as of the date first above written.

**C & C Restoration, Inc.**

**City of Kingsport, Tennessee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Patrick W. Shull, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**Attest:**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

\_\_\_\_\_  
**Rodney B. Rowlett, III, City Attorney**





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

A RESOLUTION AWARDDING THE BID FOR THE BUCK VAN HUSS DOME RENOVATION AND ASSOCIATED WORK AT DOBYNS-BENNETT HIGH SCHOOL PROJECT TO PRESTON CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT.

WHEREAS, bids were opened on September 13, 2023, for the Buck Van Huss Dome Renovation and Associated Work at Dobyns-Bennett High School Project; and

WHEREAS, upon review of the bids, the board finds Preston Construction Company 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 Buck Van Huss Dome Renovation and Associated Work at Dobyns-Bennett High School Project to Preston Construction Company at an estimated construction cost of \$20,405,085.00; and

WHEREAS, a 4% contingency fund will be established in the amount of \$816,200.00; and

WHEREAS, funding will come from D-B Dome Renovation Project; and

WHEREAS, the Board of Education approved this motion on September 26, 2023.

Now therefore,

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

SECTION I. That the base bid with accepted value engineering items, alternate 1, alternate 7, and alternate 8 for the Buck Van Huss Dome Renovation and associated work at Dobyns-Bennett High School at an estimated cost of \$20,405,085.00 is awarded to Preston Construction Company and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement for the same and all documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the agreement.

SECTION II. 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 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 public.

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

ADOPTED this the 3rd day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES BID OPENING

September 13, 2023

4:00 P.M.

Present: Brent Morelock, Procurement Mgr.; Nikisha Eichmann, Asst. Procurment Mgr.; Sandra Sloan, Asst. Procurement Mgr. Schools; Andy True, Asst. Superintendent Schools; David Sewell, Maintenance Director Schools; David Frye, CFO Schools; Brian Tate, Principal DBHS; Frankie DeBusk, Athletic Director DBHS; Brian Alderson, Thompson & Litton; Ned Stacy, Thompson & litton; Steve Wilson, Spoden & Wilson

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

The Procurement Manager opened with the following bids:

BUCK VAN HUSS DOME RENOVATION AND ASSOCIATED WORK DOBYNS-BENNETT HIGH SCHOOL											
Vendor	Base Bid	Completion Date	Alternate 1	Alternate 2A	Alternate 2B	Alternate 3	Alternate 4	Alternate 5	Altenate 6	Altenate 7	Alternate 8
JA Street & Associates, Inc.	\$19,925,000.00	4/15/2025	\$848,000.00	\$40,000.00	\$16,000.00	\$274,000.00	\$55,000.00	\$338,000.00	\$1,289,000.00	\$385,000.00	\$486,000.00
Preston Construction Co.	\$19,015,000.00	3/1/2024	\$840,000.00	\$195,000.00	\$175,000.00	\$272,000.00	\$55,000.00	\$315,000.00	\$1,300,000.00	\$425,000.00	\$390,000.00

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



# **Dobyns-Bennett High School Buck Van Huss Dome Renovation Bid Recommendation**

Kingsport Board of Education

September 6, 2023

Item X17.

# Bid Details

- Bids documents were issued on August 5, 2023.
- Pre-bid meeting held on August 15, 2023.
- Bids were received and opened on September 13, 2023.
- There were 4 addenda released prior to the bid opening.
- The bid documents asked for a base bid price and a price for 8 add-on alternates.
- The bid documents also asked for a completion date.

*Item X17.*



# Proposed Alternate Items

## Add Alternates

1. New Lower Bowl Bleachers
2. Installation of Glass Railings around Upper Concourse
  - a. If existing bleachers are reinstalled.
  - b. If Alternate #1 is accepted
3. Addition of LED Ceiling Lighting
4. Additional Four Moveable Basketball Goals for Main Gym
5. Renovation of Boys and Girls Varsity, Spirit Shaker & Cheer Locker Rooms
6. Expansion of Auxiliary Gymnasium
7. Renovation of Exterior Dome Entry Plaza and Ramps
8. Additional Parking Area Behind Item X17. Gym Entrance and ADA Parking at Rear Entrance

# Bid Amounts

	J A Street Assoc.	Preston Const.
Base Bid	\$19,925,000	\$19,015,000
<b>Alternate 1</b>	848,000	840,000
Alternate 2a	40,000	195,000
Alternate 2b	16,000	175,000
Alternate 3	274,000	272,000
Alternate 4	55,000	55,000
Alternate 5	338,000	315,000
Alternate 6	1,289,000	1,300,000
<b>Alternate 7</b>	385,000	425,000
<b>Alternate 8</b>	486,000	390,000
Completion Date	April 14, 2025	March 1, 2025

Item X17.

# Value Engineering Reductions

After the receipt of the bids the architect has worked with the low bidder to determine if there were any items in the bid specifications that could be modified to reduce costs, without affecting the scope of the bid specifications. There were a number of items identified by the architect and contractor, but not all were accepted.

*Item X17.*



Kingsport  
City Schools.



KINGSPORT  
TENNESSEE

# VE Reduction Details

• Change type of ceiling paint	\$ 50,000
• Delete column covers in lobby	25,000
• Reduction of gym floor costs	31,775
• Change of materials for aluminum storefronts	25,840
• Change to a portion of lobby ceiling	42,400
• Delete sound panels in wrestling room	31,000
• Change in exterior ductwork	37,900
• Delete Press Box Modifications	21,000
Total VE Reductions	\$264,915

Item X17.

# Dobyns-Bennett Dome Renovations Project Costs Summary

Structural Testing Costs	\$ 53,370
Shoring	355,795
Architect Fees	1,384,550
Construction Mgmt. Fee (City of Kingsport)	100,000
Testing, Fire Marshall, etc. fees and miscellaneous	100,000
Construction Contract (including alts & VE)	20,405,085
Contingency – 4% of construction contract	816,200
Total Project Costs	\$23,215,000

Item XI7.

# Dobyns-Bennett Renovations Funding

Current Dobyns-Bennett Renovation Funding	\$7,730,290
Preliminary Facility Study Expenses	\$ 35,000
D-B Cooling Tower Engineering Fees	30,000
D-B Pool Renovation Expenses	1,894,789
Total Current Obligations	\$ 1,959,789
Balance Available in Current D-B Renovation Project	\$5,770,501

Item X17.





# Dobyns-Bennett Dome Renovations Funding

2023 City Bond Funds	\$21,000,000
Transfer from D-B Renovation Project	2,215,000
Total Funding D-B Dome Renovation Project	\$23,215,000

Item X17.



# **Dobyns-Bennett Dome Renovations Bid Recommendation**

Accept to low bid from Preston Construction of \$19,015,000 and alternates 1, 7, and 8 for an additional amount of \$1,655,000, in addition accept the listing of value engineering items that total \$264,915. The total contract amount with Preston Construction will be \$20,405,085. In addition approve a 4% contingency of \$816,200.

*Item XI7.*



Kingsport  
City Schools.



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