



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

**Tuesday, April 07, 2026 at 7:00 PM**

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

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

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

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### **Leadership Team**

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Travis Bishop, City Recorder  
Jerry DeBerry, Fire Chief  
Adrienne Batara, Public Relations Director

Ryan McReynolds, Deputy City Manager  
Jessica Harmon, Assistant City Manager  
Tyra Copas, Human Resources Director  
Jason Bellamy, Police Chief  
Floyd Bailey, Chief Information Officer

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

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

### **III. INVOCATION**

1. Alderman Morris Baker

### **IV. ROLL CALL**

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

- [1.](#) Proclamation: Donate Life Month (Alderman Mayes)

### **VI. COMMENT**

Citizens may speak on agenda items and issue-oriented items. When you come to the podium, please state your name and address, and sign the register that is provided. You are encouraged to

keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment.

## **VII. APPOINTMENTS**

## **VIII. APPROVAL OF MINUTES**

1. March 16, 2026 - Work Session
2. March 17, 2026 - Business Meeting

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

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

1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 076, Portion of Parcel 006.50, Located along S. John B. Dennis Highway from the BC, Business Conference District to B-3, Highway-Oriented Business District (AF-88-2026) (Jessica McMurray)
2. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 003.20, Located along Fordtown Road from the R-3, Low Density Apartment District to M-1R, Light Manufacturing Restricted District (AF-86-2026) (Jessica McMurray)
3. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 046I, Group A, Parcel 014.00, Located along Revere Street from the B-2, Central Business District to B-2E, Central Business Edge District (AF-87-2026) (Jessica McMurray)
4. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 045E, Group C, Parcels 01.00, 00.26 and 00.27 Located along Fairview Avenue from the R-1C, Residential District to B-3, Highway-Oriented Business District (AF-96-2026) (Jessica McMurray)
5. Consideration of a Budget Adjustment Ordinance in FY26 (AF-85-2026) (Chris McCartt)

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

1. Consideration of a Budget Ordinance for General Fund FY26 (AF-41-2026) (Chris McCartt)

- [2.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026 (AF-47-2026) (Chris McCartt)
- [3.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 02.20, Located along Eastern Star Road from the M-1R, Light Manufacturing Restricted District to R-3, Low Density Apartment District (AF-50-2026) (Jessica McMurray)
- [4.](#) Consideration of an Ordinance to Amend the FY 2026 General Purpose School Fund Budget (AF-56-2026) (David Frye)
- [5.](#) Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund Budget and the General Project Fund Budget (AF-63-2026) (David Frye)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution Renewing the Contract for Concession Food Service Distributor for the Kingsport Aquatic Center to The H.T. Hackney Company (AF-60-2026) (Michael Borders)
- [2.](#) Consideration of a Resolution to Awarding the Bid for Mowing at Tanks, Pump Houses, & Lift Stations (AF-82-2026) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Enter into an Agreement with LDA Engineering to Provide Engineering Services for Lakeside (SLS 325) & Lakecrest (SLS 323) Replacement. (AF-78-2026) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Enter into an Agreement with Barge Design Solutions to Provide Bidding and Construction Services for the Reedy Creek Trunk Sewer Replacement Project (Lovedale to Clinchfield) (AF-79-2026) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Award the Bid to Traxon Construction, Inc. for the Washington Co Water Phase 2 Project (AF-81-2026) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution to Renew an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill (AF-84-2026) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution Extending the Agreement for Solid Waste Disposal with Eco-Safe Systems, LLC dba Waste Management and Authorizing the Mayor to Execute All Applicable Document (AF-93-2026) (Ryan McReynolds)

- [8.](#) Consideration of a Resolution to Award the Bid to Morgan Contracting, Inc. for the FY26 Sewer Lining Project (AF-80-2026) (Ryan McReynolds)
- [9.](#) Consideration of a Resolution to Award the Bid to JTB Construction for the FY25 Ridgefields Sewer Rehab (AF-58-2026) (Ryan McReynolds)
- [10.](#) Consideration of a Resolution to Approve the Purchase of Senior Center Furniture to Complete the Administrative Offices and the Multi-Purpose Room Renovation (AF-75-2026) (Tyler Wicks)
- [11.](#) Consideration of a Resolution Approving a Supplemental Agreement to the Inter-Local Cooperation Agreement between the Emergency Communications District and City of Kingsport (AF-97-2026) (Bart Rowlett)
- [12.](#) Consideration of a Resolution Authorizing Contract Amendment #2 with Raftelis Consulting for CIS Support (AF-90-2026) (Floyd Bailey)
- [13.](#) Consideration of a Resolution to Change the Time of the April 20, 2026 Work Session to 3:30 PM (AF-102-2026) (Chris McCartt)
- [14.](#) Consideration of a Resolution Awarding the Purchase of Various Equipment for the New Ladder Truck Utilizing H-GAC Buy (AF-48-2026) (Chief Jerry DeBerry)

## **XII. CONSENT AGENDA**

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

- [1.](#) Consideration of a Resolution to Apply and Accept a Grant from Enbridge (AF-95-2026) (Chief Jerry DeBerry)
- [2.](#) Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Receive a Grant from the Department of Justice, Bureau of Justice Assistance (AF-76-2026) (Chief Jason Bellamy)
- [3.](#) Consideration of a Resolution to Close the Steadman Cemetery Fund (AF-98-2026) (Travis Bishop)

- [4.](#) Consideration of Resolution to Approve a Permit for a Carnival to Operate Temporarily at 4540 W. Stone Dr. (AF-94-2026) (Ken Weems)
- [5.](#) Consideration of a Resolution to Enter into a Lease Agreement with Suzuki Talent Education of Appalachia, Inc. (AF-99-2026) (Michael T. Borders)
- [6.](#) Consideration of a Resolution to Enter into a Lease Agreement with Symphony of the Mountains (AF-100-2026) (Michael T. Borders)
- [7.](#) Consideration of a Resolution to Ratify the Mayor's Signature on a BlueCross Healthy Place Maintenance Fund Request Form (AF-107-2026) (Michael T. Borders)
- [8.](#) Acceptance of the June 30, 2025 Annual Comprehensive Financial Report Filed with the State of Tennessee March 30, 2026 (AF-103-2026) (Travis Bishop)

### **XIII. COMMUNICATIONS**

- [1.](#) City Manager
  - a. Debt Reports from TN Comptroller. Included are the Series 2026A and Series 2026B.
- [2.](#) Mayor and Board Members

### **XIV. ADJOURN**

# City of Kingsport Proclamation

**Whereas**, Tennessee Donor Services (TDS) is a Donate Life agency and nonprofit organization dedicated to saving and improving lives through organ, eye, and tissue donation throughout Tennessee, and is one of 57 Organ Procurement Organizations (OPOs) throughout the nation; and,

**Whereas**, each organ donor HERO can give the gift of life to eight people and each tissue donor can improve another 75 lives; and,

**Whereas**, more than 100,000 American men, women, and children--3,000 of whom are Tennesseans--are waiting for lifesaving organ transplants; and,

**Whereas**, the most effective way to address this health crisis is to educate and to encourage Tennesseans to commit to registering their decision to be organ, eye, and tissue donors in the Donate Life Tennessee Registry, [DonateLifeTN.org](http://DonateLifeTN.org), or at their local Driver Services Center; and,

**Whereas**, Kingsport supports saving lives through organ, eye, and tissue donation and finds the cause worth drawing attention to.

**Now, therefore**, I, Paul W. Montgomery, Mayor of the City of Kingsport, and on behalf of the Board of Mayor and Aldermen of the City of Kingsport, do hereby proclaim April 2026 as

## Donate Life Month

in the City of Kingsport and encourage all citizens to register their decision to be donors in the Donate Life Tennessee Registry at [DonateLifeTN.org](http://DonateLifeTN.org) or their local Driver Services Center.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the City of Kingsport, Tennessee, to be affixed this 7<sup>th</sup> day of April, in the year of our Lord, two thousand twenty-six.

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Paul W. Montgomery, Mayor



## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, March 16, 2026 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

Mayor Paul W. Montgomery, Presiding

Vice Mayor Darrell Duncan

Alderman Morris Baker

Alderman Betsy Cooper

Alderman Colette George

Alderman Gary Mayes

Alderman James Phillips

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

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

### III. **DISCUSSION ITEMS**

1. **NESCC / TCAT Workforce Development Update** - Dr. Jeff McCord, Dr. Richard Church

Dr. McCord provided some statistics for Northeast State Community College, pointing out the growth over the last three years. He also talked about the operating model as well as the diversity in the programs and education opportunities. There was some discussion as he answered questions from the board.

Dr. Church gave a presentation the Tennessee College of Applied Technology, noting the way they work together with Northeast State is unique to the state. He mentioned the 25 programs, noting there are more to be added hopefully next school year. He also pointed out the high rates for completion, placement and licensure. Discussion ensued throughout.

2. **Kingsport Chamber Programs Update** - Frank Lett, Robin Cleary, Vanessa Bennett, Nicole Austin & Aundrea Salyer

Frank Lett gave a presentation for Visit Kingsport reviewing events that were held in 2025 pointing out the economic impact of over 52 million dollars. He presented more data points and also mentioned upcoming events in 2026. Mr. Lett also provided further information regarding FunFest, Downtown Kingsport Association and Move to Kingsport.

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

**Monday, March 16, 2026, at 4:30 PM Kingsport City Hall, 415 Broad Street, Boardroom**

Vanessa Bennett presented information on Healthy Kingsport, noting their focus areas are in the schools, community and the workplace. She listed the upcoming events in 2026 and the huge impact this program has had on the community.

Nicole Austin listed the many accomplishments Keep Kingsport Beautiful has made over the last year including clean up opportunities, tree planting days and a ribbon cutting for improvements to Church Circle. She talked about the new Project Curb Appeal this year as well other events that are coming up.

Aundrea Salyer gave a presentation on the KOSBE program which focuses on small businesses, noting they are part of a national network. She stated the goal is to help and entrepreneur start, sustain and grow by providing one on one counseling as well as training. Lastly, she reviewed historical results and the impact they have had.

**3. Public Works / Sanitation Facility Plans - Ryan McReynolds**

Deputy City Manager McReynolds gave an update on facilities within the Industry Drive complex, noting 20% of the city's workforce are located here. He then provided details on a proposed plan, stating Phase one is to relocate solid waste to the landfill site. This phase is 90% ready to start and will be the next big capital project to be presented. Phase two would include improvements to the existing site, including construction of a new complex admin building.

**IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the March 17, 2026 proposed agenda. No items were discussed at greater length or received specific questions or concerns.

**V. ITEMS OF INTEREST**

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

**VI. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 6:37 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, March 17, 2026 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Colette George  
Alderman Gary Mayes  
Alderman James Phillips

### City Administration

Chris McCartt, City Manager  
Bart Rowlett, City Attorney

Travis Bishop, City Recorder  
Angie Marshall, City Clerk/Deputy City Recorder

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

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

III. **INVOCATION** led by Danelle Glasscock

IV. **ROLL CALL** by City Recorder Travis Bishop.

V. **RECOGNITIONS AND PRESENTATIONS** None.

VI. **COMMENT**

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

VII. **APPOINTMENTS** None.

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

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

Passed: All present voting "aye."

1. **February 16, 2026 - Work Session**
2. **February 17, 2026 - Business Meeting**
3. **March 6, 2026 - Budget Work Session**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, March 17, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

- 1. Conduct a Public Hearing and Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 02.20, Located along Eastern Star Road from the M-1R, Light Manufacturing Restricted District to R-3, Low Density Apartment District (AF-50-2026)**  
(Jessica McMurray)

PUBLIC HEARING: No one came forward.

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EASTERN STAR ROAD FROM THE M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO 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: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for the General Fund and Allandale Trust Fund in FY26 (AF-47-2026)** (Chris McCartt)

Motion made by Alderman George, Seconded by Alderman Mayes.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET AMENDMENT

Passed: All present voting "aye."

- 3. Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund Budget and the General Project Fund Budget (AF-63-2026)** (David Frye)

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 4. Consideration of an Ordinance to Amend the FY 2026 General Purpose School Fund Budget (AF-56-2026)** (David Frye)

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Motion made by Alderman Baker, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of an Ordinance to Amend Zoning of Tax Map 048, a Portion of Parcel 036.10 and a Portion of Parcel 039.50, Located along Memorial Boulevard from the B-3, Highway Oriented Business District to PD, Planned Development District (AF-38-2026)**  
(Jessica McMurray)

Motion made by Alderman George, Seconded by Alderman Cooper.

**ORDINANCE NO. 7245** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE A PORTION OF PROPERTY LOCATED ALONG MEMORIAL BOULEVARD FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 7TH 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 with a roll call vote: Alderman Baker, Alderman Cooper, Vice Mayor Duncan, Alderman George, Alderman Mayes, Alderman Phillips, Mayor Montgomery

- 2. Consideration of an Ordinance Amending Chapters 2, 62, and 66 of the Code of Ordinances (AF-10-2026)** (Michael T. Borders)

Motion made by Alderman Mayes, Seconded by Alderman Baker.

**ORDINANCE NO. 7246** AN ORDINANCE TO AMEND VARIOUS SECTIONS, DIVISIONS, AND ARTICLES WITHIN CHAPTERS 2, 62, AND 66 RELATIVE TO THE DEPARTMENT OF PARKS AND RECREATION STRUCTURE, OPERATIONS AND OVERSIGHT; TOP FIX A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of a Budget Ordinance for General Fund FY26 (AF-41-2026)** (Chris McCartt)  
Vice Mayor Duncan made a motion to postpone this item to the next regular meeting to be taken up during matters requiring final adoption; seconded by Alderman Phillips, all present voting "aye."

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

Tuesday, March 17, 2026 at 7:00 PM

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Motion made by Alderman Baker, Seconded by Alderman George.

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE AMENDING THE 2025-2026 FISCAL YEAR BUDGET AMENDMENT

No vote was taken on this item

**XI. OTHER BUSINESS**

- 1. Consideration of a Resolution Renewing the Award for the Purchase of Water & Wastewater Chemicals (AF-44-2026) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-167** A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF CHLORINE TO JCI JONES; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO USALCO; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; FOR FLUORIDE TO PENCCO; AND FOR SODIUM PERMANGANATE TO CHEM RITE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 2. Consideration of a Resolution Awarding the Bid for the Purchase of Various Water and Sewer Maintenance Items (AF-43-2026) (Ryan McReynolds)**

Motion made by Alderman Phillips, Seconded by Alderman Mayes.

**RESOLUTION NO. 2026-168** A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO FERGUSON ENTERPRISES, LLC, CONSOLIDATED PIPE & SUPPLY, INC., CORE & MAIN, INC., GC SUPPLY, SOUTHERN PIPE AND SUPPLY AND JABO SUPPLY; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5339 Capital Grant from the Federal Transit Administration (FTA) for 1 Transit Vehicle from the United States Department of Transportation (AF-55-2026) (Candace Sherer)**

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

**RESOLUTION NO. 2026-169** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION

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

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

5339 CAPITAL GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Purchase Three (3) Ford E-350 Star Trans Buses Utilizing TN State Contract (AF-70-2026) (Ryan McReynolds)**

Motion made by Alderman George, Seconded by Alderman Cooper.

**RESOLUTION NO. 2026-170** A RESOLUTION AUTHORIZING THE PURCHASE OF THREE FORD E-350 STAR TRAMS VEHICLES FROM MID-SOUTH BUS CENTER, INC., UTILIZING TENNESSEE STATE CONTRACT NO.: 80798; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

- 5. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply and Accept a Section 5307 TDOT Capital Grant Matching Contract for KATS Preventive Maintenance (AF-54-2026) (Candace Sherer)**

Motion made by Alderman Phillips, Seconded by Alderman Baker.

**RESOLUTION NO. 2026-171** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE STATE MATCHING FUNDS FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION IN CONJUNCTION WITH A SECTION 5307 CAPITAL GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

Passed: All present voting "aye."

- 6. Consideration of a Resolution to Enter into an Interlocal Agreement with Washington County, TN to Extend Waterlines along Kincheloe and Good Roads (AF-40-2026) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-172** A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH WASHINGTON COUNTY, TENNESSEE TO INSTALL WATERLINES ALONG KINCHELOE AND GOOD ROADS, 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."

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

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- 7. Consideration of a Resolution Authorizing the Sole Source Purchase of ABBA Pumps from ABBA Pumps Parts and Service (AF-49-2026) (Ryan McReynolds)**

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

**RESOLUTION NO. 2026-173** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR ABBA PUMPS FROM ABBA PUMPS PARTS AND SERVICE

Passed: All present voting "aye."

- 8. Consideration of a Resolution Authorizing Kingsport City Schools to Change Internet Providers to United Data Technologies (UDT) and Authorizing the Mayor to Sign All Necessary Documents (AF-67-2026) (David Frye)**

Motion made by Alderman Baker, Seconded by Mayor Montgomery.

**RESOLUTION NO. 2026-174** A RESOLUTION CHANGING THE INTERNET SERVICE PROVIDER FOR KINGSPORT CITY SCHOOLS TO UNITED DATA TECHNOLOGIES INC. AND AUTHORIZING THE MAYOR TO REQUEST CATEGOY ONE E-RATE FUNDING USING THE ANDERSON COUNTY CONTRACT AND SIGN ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RESOLUTION

Passed: All present voting "aye."

- 9. Consideration of a Resolution Authorizing an Amendment to the Purchase of the ImageTrend Software and Ratifying the Mayor's Signature on an Order Form for the Same (AF-46-2026) (Jerry DeBerry)**

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

**RESOLUTION NO. 2026-175** A RESOLUTION APPROVING AN AMENDMENT TO THE PURCHASE OF IMAGETREND RECORD MANAGEMENT SYSTEM SOFTWARE FOR THE KINGSPORT FIRE DEPARTMENT; AND RATIFYING THE MAYOR'S SIGNATURE ON AN ORDER FORM FOR THE SAME

Passed: All present voting "aye."

- 10. Consideration of a Resolution Approving Amendments to the Scope of Work with Hansen Banner, LLC, Relative to the Completion and Implementation of the Customer Information System and Authorizing the Mayor to Execute All Necessary Documents to Effectuate the Amendments (AF-68-2026) (Floyd Bailey)**

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, March 17, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

**RESOLUTION NO. 2026-176** A RESOLUTION APPROVING AMENDMENTS TO THE SCOPE OF WORK WITH HANSEN BANNER, LLC RELATIVE TO THE CUSTOMER INFORMATION SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AMENDMENTS

Passed: All present voting "aye."

11. **Consideration of a Resolution for Mayor's Signature on an Application to Receive the Tennessee Agriculture Growth Initiative Farmers Market Grant (AF-62-2026)** (Michael Borders)

Motion made by Alderman Phillips, Seconded by Alderman Baker.

**RESOLUTION NO. 2026-177** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A STATEWIDE AGRICULTURAL FARMERS MARKET GRANT THROUGH THE TENNESSEE DEPARTMENT OF AGRICULTURE

Passed: All present voting "aye."

12. **Consideration of a Resolution Approving the Mayor's Signature and Executing All Documents Necessary to Apply for and Receive the FTAAAD Annual Senior Center Grant (AF-66-2026)** (Michael T. Borders)

Motion made by Alderman George, Seconded by Alderman Baker.

**RESOLUTION NO. 2026-178** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2026

Passed: All present voting "aye."

13. **Consideration of a Resolution Authorizing the Mayor to Execute a Contract with SchoolKit for the Purchase of Literacy Implementation Support for Kingsport City Schools (AF-42-2026)** (David Frye)

Motion made by Alderman Baker, Seconded by Alderman George.

**RESOLUTION NO. 2026-179** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SCHOOLKIT LLC IN CONNECTION WITH A LITERACY IMPLEMENTATION SUPPORT GRANT FOR KINGSPOINT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

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

Tuesday, March 17, 2026 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

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

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

**1. Consideration of a Resolution Authorizing an Amendment to the Kingsport Homeless Ministries Grace House CDBG Contract (AF-24-2026) (Michael Price)**

**RESOLUTION NO. 2026-180** A RESOLUTION APPROVING A CONTRACT AMENDMENT TO THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT OPERATING AGENCY AGREEMENT WITH KINGSPORT HOMELESS MINISTRIES GRACE HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

**2. Consideration of a Resolution to Approve a Memorandum of Understanding with the Tennessee Bureau of Investigation (TBI) for the Kingsport Police Department to Designate a Sworn Task Force Officer (TFO) (AF-59-2026) (Chief Jason Bellamy)**

**RESOLUTION NO. 2026-181** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE BUREAU OF INVESTIGATION FOR THE KINGSPORT POLICE DEPARTMENT TO DESIGNATE A SWORN TASK FORCE OFFICER AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

**3. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) for FY '27 (AF-64-2026) (Chief J. Bellamy)**

**RESOLUTION NO. 2026-182** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT AGENCY HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE FOR FISCAL YEAR 2027

**4. 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 Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '27 Enforcement of Tennessee Driving Under the Influence Laws Grant (AF-73-2026) (Chief Jason Bellamy)**

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

**Tuesday, March 17, 2026 at 7:00 PM**

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

**RESOLUTION NO. 2026-183** 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 TENNESSEE HIGHWAY SAFETY OFFICE

- 5. Consideration of a Resolution to Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive an FY '27 Tennessee Highway Safety Office (THSO) Network Coordinator Grant (AF-65-2026) (Chief J. Bellamy)**

**RESOLUTION NO. 2026-184** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

- 6. 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 Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '27 Network Coordinator Grant (AF-74-2026) (Chief Jason Bellamy)**

**RESOLUTION NO. 2026-185** 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 TENNESSEE HIGHWAY SAFETY OFFICE

- 7. Consideration of a Resolution to Apply for and Receive the Technology Opportunities for the Public (TOP) Grant (AF-69-2026) (Stephanie Griffin)**

**RESOLUTION NO. 2026-186** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A TECHNOLOGY OPPORTUNITIES FOR THE PUBLIC FOR THE KINGSFORT PUBLIC LIBRARY

- 8. Consideration of a Purchase with Office Planning Group for Courtroom Furniture at the Justice Center 2nd Floor (AF-52-2026) (Ryan McReynolds)**

**RESOLUTION NO. 2026-187** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO OFFICE PLANNING GROUP FOR COURTROOM FURNITURE AS PART OF THE JUSTICE CENTER RENOVATION PROJECT

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

**Tuesday, March 17, 2026 at 7:00 PM**

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

**9. Consideration of a Resolution to Enter into an Agreement with the Tennessee Main Street Program (AF-53-2026) (Chris McCartt)**

**RESOLUTION NO. 2026-188** A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE MAIN STREET PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

**10. Consideration of a Resolution Amending the Contract with the Tennessee Department of Transportation (TDOT) for the Main Street Redevelopment Project (AF-57-2026) (Ryan McReynolds)**

**RESOLUTION NO. 2026-189** A RESOLUTION APPROVING AMENDMENT NUMBER 4 TO AGREEMENT NUMBER 160028 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

**11. Consideration of a Resolution to Accept Public Art Pieces from a Private Donor (AF-61-2026) (Michael T. Borders)**

**RESOLUTION NO. 2026-190** A RESOLUTION ACCEPTING A DONATION OF THREE CHRISTMAS ART PIECES FROM MYCROFT SIGNS

**12. Consideration of a Resolution to Accept Public Art Pieces from a Private Donor (AF-71-2026) (Michael T. Borders)**

**RESOLUTION NO. 2026-191** A RESOLUTION ACCEPTING A DONATION OF SEVERAL METAL CULPTURES FOR THE CITY'S PUBLIC ART DISPLAY FROM THE FAMILY OF WILLIAM C. GILL, JR.

**13. Consideration of a Resolution to Apply and Receive a Grant from Walmart (AF-45-2026) (Jerry DeBerry)**

**RESOLUTION NO. 2026-192** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM WALMART FOR THE KINGSPORT FIRE DEPARTMENT

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

**Tuesday, March 17, 2026 at 7:00 PM**

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

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt thanked the board for their time in the budget work session, noting the city has an outstanding team working to complete obstacles in the budget process. He also recognized staff for their work leading up to that meeting.

**2. Mayor and Board Members**

Alderman Baker expressed concerns on the legislation that will affect the city's representation on the Airport Authority Board by replacing city seats with State designated seats. He also commented on the work session presentations from Northeast State and TCAT, noting their focus is students first. He congratulated Danelle Glassock on retiring. Alderman Phillips echoed appreciation for the presentations yesterday. He also thanked the parks and recreation department, pointing out spring sports are coming and commended their efforts to make youth sports fun and enjoyable. Alderman Mayes agreed with Alderman Baker's comments regarding the Airport Authority Board. He also commented on the tour of Eastman Chemical earlier today. Alderman Cooper mentioned the BMA has spent a lot of time in the last two weeks gathering information regarding the budget and technology in the city, noting there is much to be proud of. Alderman George stated what she has enjoyed the most by serving is the data that has been provided. She further stated the votes at the meeting are just a small part as many things happen behind the scenes and pointing out she looks at things differently now. She commented on the new otter habitat under construction at Bays Mountain, noting the experience is amazing. She also mentioned the playground is open and many other aspects are being updated. Vice-Mayor Duncan remarked on the innovation seen today and the opportunities presented. He also commented on the presentations at the work session. He thanked Representative Crawford for presenting a check to help with the library. Mayor Montgomery thanked the board for their time, noting he was happy to go on the tour today and Kingsport has a lot to be proud of. He mentioned the KATS buses and encouraged citizens to ride. He remarked the board of the Salvation Army stated they need volunteers. Lastly he wished everyone a Happy Saint Patrick's Day.

**XIV. ADJOURN**

Seeing no other business for consideration, Mayor Montgomery adjourned the meeting at 7:38 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PAUL W. MONTGOMERY  
Mayor



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Zoning of Tax Map 076, a Portion of Parcel 006.50, Located along S. John B. Dennis Highway from the BC, Business Conference District to B-3, Highway-Oriented Business District**

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

Action Form No.: AF-88-2026  
Work Session: April 6, 2026  
First Reading: April 7, 2026  
Final Adoption: April 21, 2026  
Staff Work By: J. McMurray  
Presentation By: Jessica McMurray

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**Strategic Focus Area: 5. Thriving Local Economy**

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**Recommendation:**

- Hold Public Hearing
- Approve Ordinance

**Executive Summary:**

If approved, this owner-initiated request would **rezone approximately 12.71 acres along S. John B. Dennis Highway** from the **BC, Business Conference District to the B-3, Highway Oriented Business District.**

During their March 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 7-0.

The proposed rezoning to B-3 is compatible with surrounding highway-oriented commercial development and will not adversely affect nearby properties. It aligns with the 2030 Future Land Use Plan, eliminates split zoning and supports commercial development consistent with the area’s existing pattern.

Supporting documentation, including standards of review and potential uses within the B-3 zone, is provided in the supplementary information.

**No opposition was received to this item.**

The notice of public hearing was published on March 16, 2026.

**Attachments:**

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

## 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 April 7, 2026 to consider the rezoning of Tax Map 076, a Portion of Parcel 006.50 located along South John B Dennis Highway from the BC, Business Conference District to B-3, Highway Oriented Business District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING ON AN IRON ROD LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD WILCOX DRIVE, COMMON CORNER WITH NOW OR FORMERLY KAY CASSELL PROPERTY (DEED BOOK 3230, PAGE 1146), SAID POINT LOCATED 70 FEET FROM THE CENTER LINE OF SAID DRIVE; THENCE LEAVING SAID DRIVE AND ALONG SAID CASSELL PROPERTY THE FOLLOWING SEVEN (7) CALLS: N57°29'20"E, 83.74 FEET TO AN IRON ROD; THENCE N50°14'21"E, 270.97 FEET TO AN IRON ROD; THENCE S89°48'53"E, 75.73 FEET TO AN IRON ROD; THENCE N13°25'01"E, 192.57 FEET TO AN IRON ROD; THENCE N88°06'59"E, 175.98 FEET TO AN IRON ROD; THENCE S65°22'24"E, 153.88 FEET TO AN IRON ROD; THENCE N42°52'08"E, 211.43 FEET TO A POINT, SAID POINT BEING ON THE COMMON ZONING LINE BETWEEN B-3 AND BC, MORE OR LESS; THENCE LEAVING SAID CASSELL PROPERTY BY A NEW LINE ALONG SAID ZONING LINE, MORE OR LESS, S14°57'17"E, 750.20 FEET TO A CONCRETE HIGHWAY MONUMENT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF JOHN B. DENNIS HIGHWAY; THENCE LEAVING SAID ZONING LINE AND ALONG SAID RIGHT-OF-WAY LINE N25°31'17"W, 30.34 FEET TO A CONCRETE HIGHWAY MONUMENT; THENCE S64°54'14"W, 190.47 FEET TO AN IRON ROD, CORNER TO NOW OR FORMERLY ANNA JO MESLER, ETAL PROPERTY; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID MESLER PROPERTY S89°52'20"W, 675.46 FEET TO AN AXLE; THENCE N89°03'48"W, 185.66 FEET TO AN IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD WILCOX DRIVE, SAID POINT LOCATED 100 FEET FROM THE CENTER LINE OF SAID DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE BY A CURVE TO THE LEFT HAVING A RADIUS OF 2010.01 FEET, A DELTA ANGLE OF 04°37'53", AN ARC LENGTH OF 162.47 FEET, A CHORD BEARING OF N06°30'29", AND A CHORD LENGTH OF 162.43 FEET TO A CONCRETE HIGHWAY MONUMENT; THENCE N87°05'45"W, 30.00 FEET TO AN IRON ROD, SAID POINT LOCATED 70 FEET FROM THE CENTER LINE; THENCE N02°54'15"E, 111.91 FEET TO THE POINT OF BEGINNING, CONTAINING 12.71 ACRES, MORE OR 2 LESS, AND BEING PART OF THE DONNA PIERCE PROPERTY, AS DESCRIBED IN DEED BOOK 3222, PAGE 1721, REGISTER OF DEEDS OFFICE FOR SULLIVAN COUNTY, TENNESSEE.

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 3/16/2026

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE A PORTION OF PROPERTY LOCATED ALONG SOUTH JOHN B. DENNIS HIGHWAY FROM THE BC, BUSINESS CONFERENCE DISTRICT TO B-3, HIGHWAY-ORIENTED BUSINESS 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 a portion of property located along South John B. Dennis Highway from the BC, Business Conference District to B-3, Highway-Oriented Business District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING ON AN IRON ROD LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD WILCOX DRIVE, COMMON CORNER WITH NOW OR FORMERLY KAY CASSELL PROPERTY (DEED BOOK 3230, PAGE 1146), SAID POINT LOCATED 70 FEET FROM THE CENTER LINE OF SAID DRIVE; THENCE LEAVING SAID DRIVE AND ALONG SAID CASSELL PROPERTY THE FOLLOWING SEVEN (7) CALLS: N57°29'20"E, 83.74 FEET TO AN IRON ROD; THENCE N50°14'21"E, 270.97 FEET TO AN IRON ROD; THENCE S89°48'53"E, 75.73 FEET TO AN IRON ROD; THENCE N13°25'01"E, 192.57 FEET TO AN IRON ROD; THENCE N88°06'59"E, 175.98 FEET TO AN IRON ROD; THENCE S65°22'24"E, 153.88 FEET TO AN IRON ROD; THENCE N42°52'08"E, 211.43 FEET TO A POINT, SAID POINT BEING ON THE COMMON ZONING LINE BETWEEN B-3 AND BC, MORE OR LESS; THENCE LEAVING SAID CASSELL PROPERTY BY A NEW LINE ALONG SAID ZONING LINE, MORE OR LESS, S14°57'17"E, 750.20 FEET TO A CONCRETE HIGHWAY MONUMENT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF JOHN B. DENNIS HIGHWAY; THENCE LEAVING SAID ZONING LINE AND ALONG SAID RIGHT-OF-WAY LINE N25°31'17"W, 30.34 FEET TO A CONCRETE HIGHWAY MONUMENT; THENCE S64°54'14"W, 190.47 FEET TO AN IRON ROD, CORNER TO NOW OR FORMERLY ANNA JO MESLER, ETAL PROPERTY; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID MESLER PROPERTY S89°52'20"W, 675.46 FEET TO AN AXLE; THENCE N89°03'48"W, 185.66 FEET TO AN IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD WILCOX DRIVE, SAID POINT LOCATED 100 FEET FROM THE CENTER LINE OF SAID DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE BY A CURVE TO THE LEFT HAVING A RADIUS OF 2010.01 FEET, A DELTA ANGLE OF 04°37'53", AN ARC LENGTH OF 162.47 FEET, A CHORD BEARING OF N06°30'29", AND A CHORD LENGTH OF 162.43 FEET TO A CONCRETE HIGHWAY MONUMENT; THENCE

N87°05'45"W, 30.00 FEET TO AN IRON ROD, SAID POINT LOCATED 70 FEET FROM THE CENTER LINE; THENCE N02°54'15"E, 111.91 FEET TO THE POINT OF BEGINNING, CONTAINING 12.71 ACRES, MORE OR 2 LESS, AND BEING PART OF THE DONNA PIERCE PROPERTY, AS DESCRIBED IN DEED BOOK 3222, PAGE 1721, REGISTER OF DEEDS OFFICE FOR SULLIVAN COUNTY, TENNESSEE.

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.

\_\_\_\_\_  
PAUL W. MONTGOMERY  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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

## **Supplementary Information – S. John B. Dennis Hwy Rezoning Request**

### **Principal uses permitted in the B-3, Highway Oriented Business District are as follows:**

Retail sales, restaurants, offices, hotels, financial institutions, vehicle sales and repair, equipment and building supply services, breweries and wineries, personal and business services, storage facilities, and research and development; Institutional and community uses such as clubs, cultural institutions, community centers, day care centers, public facilities, parking structures, and human care institutions are also allowed; Recreational and entertainment uses include theaters, golf courses, campgrounds, RV parks, and commercial recreation facilities; Government uses, religious assembly, schools, communication facilities, adult-oriented establishments, and residential units located on the second floor or higher

### **Special exceptions uses are permitted only with the approval of the BZA and are allowed in the B-3 district as follows:**

Automobile storage; automobile impoundment yards, Lumberyards.

### **Standards of Review:**

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed B-3 zoning is suitable given the surrounding highway-oriented commercial development. The property is currently split-zoned BC and B-3, and rezoning the entire site supports a new commercial business consistent with the established development pattern.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The new commercial business is compatible with surrounding commercial uses and is not expected to negatively impact nearby properties.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. While the property has reasonable use under BC zoning, rezoning the entire site to B-3 allows for a more practical and economically viable new commercial business that aligns with surrounding development.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The 2030 Future Land Use Plan designates the property for retail/commercial use. The proposed B-3 zoning aligns with this designation and supports the Plan's intent to focus commercial development along major transportation corridors.

**Proposed use:** Commercial Business

**The Future Placetype Map recommends** regional activity center.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The property's split zoning and adjacency to existing city B-3 commercial development support rezoning the entire site to B-3, allowing for a new commercial business consistent with the area's established development pattern.

**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number REZONE26-0044**

**S. John B Dennis Highway Rezoning**

<b>Property Information</b>			
<b>Address</b>		1400 S. John B Dennis Highway	
<b>Tax Map, Group, Parcel</b>		Tax Map 076 Portion of Parcel 006.50	
<b>Civil District</b>		13	
<b>Overlay District</b>		Gateway	
<b>Land Use Designation</b>		Retail/Commercial	
<b>Acres</b>		Rezone Site 12.71 acres +/-	
<b>Existing Use</b>		<b>Existing Zoning</b>	BC
<b>Proposed Use</b>		<b>Proposed Zoning</b>	B-3
<b>Owner /Applicant Information</b>			
<b>Name:</b> Donna Pierce <b>Address:</b> 635 Reservoir Road <b>City:</b> Burnsville <b>State:</b> NC <b>Zip Code:</b> 28714		<b>Intent:</b> <i>To rezone from BC (Business Conference District) to B-3 (Highway-Oriented Business District) to facilitate construction of a commercial business.</i>	
<b>Planning Department Recommendation</b>			
<p><b>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</b></p> <ul style="list-style-type: none"> <li>• <i>The proposal conforms to the Future Land Use Plan as a commercial use.</i></li> <li>• <i>The zoning change to B-3 is compatible with abutting city commercial zones along John B. Dennis.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>• <i>The rezoning site is currently vacant.</i></li> <li>• <i>Water and sewer available to the rezoning site.</i></li> <li>• <i>The development review team is supportive of the rezoning request.</i></li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	February 19, 2026
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>March 19, 2026</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

<b>ADDRESS</b>	A Portion of Parcel 006.50
<b>DISTRICT</b>	13
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	BC (Business Conference District)
<b>PROPOSED ZONING</b>	B-3 (Highway-Oriented Business District)
<b>ACRES</b>	Rezone Site 12.71 acres +/-
<b>EXISTING USE</b>	Vacant
<b>PROPOSED USE</b>	Commercial business

**PETITIONER**

**ADDRESS**                    **635 Reservoir Road, Burnsville, NC 28714**

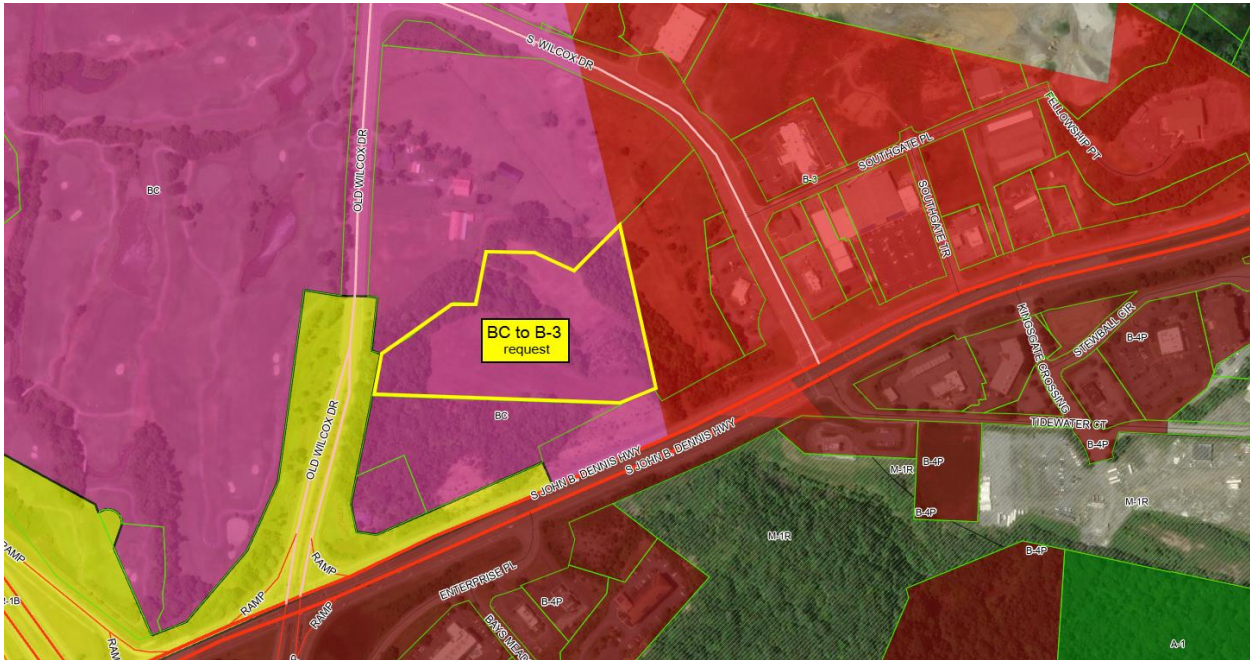
**INTENT**

*To rezone from BC (Business Conference District) to B-3 (Highway-Oriented Business District) to facilitate construction of a commercial business.*

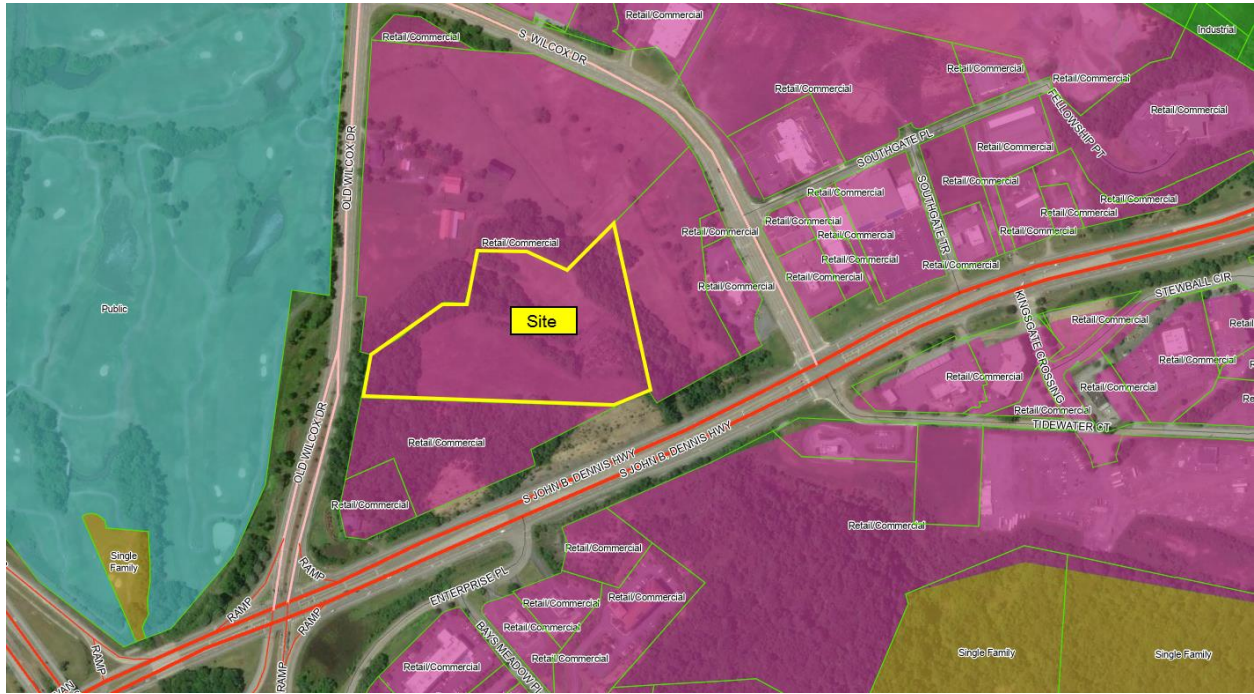
Vicinity Map



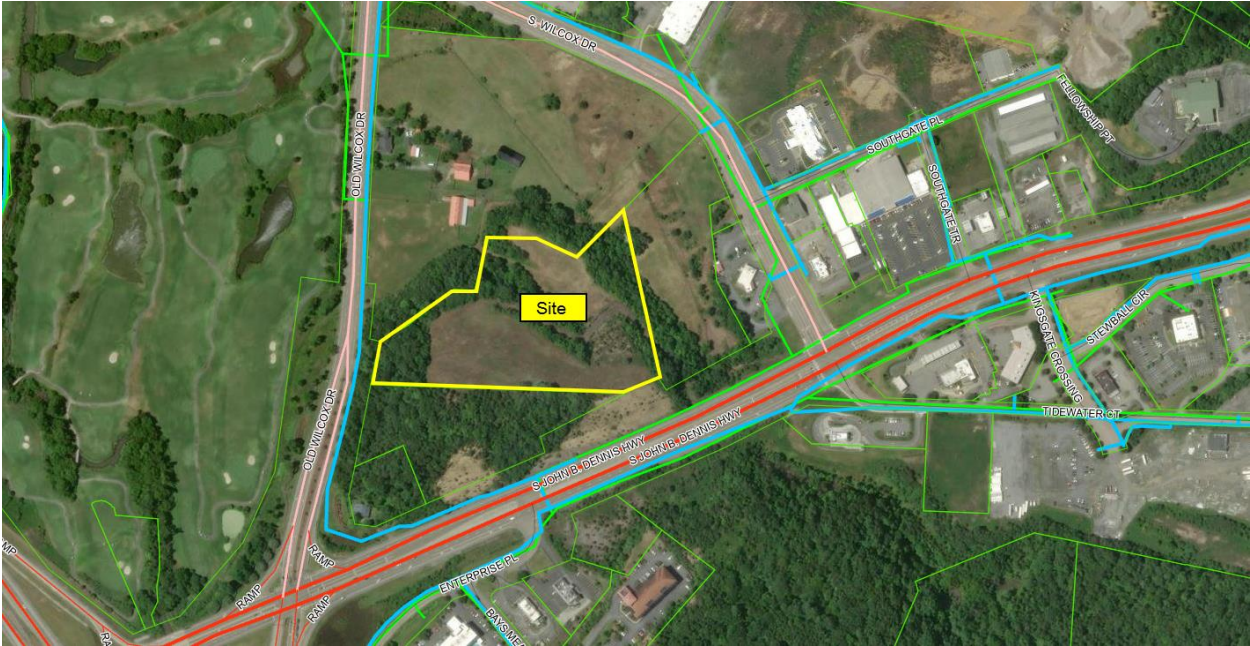
Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View from S. Wilcox Drive



View from S. Wilcox Drive



View from S. Wilcox Drive



View from John B. Dennis



EXISTING USES LOCATION MAP

Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Meeting on March 19, 2026

Item IX1.



Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE26-0044

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City BC</u> Use: vacant	
Northeast	2	<u>Zone: City B-3</u> Use: commercial	
East	3	<u>Zone: City M-1R</u> Use: commercial	
South	4	<u>Zone: City B-4P</u> Use: commercial	
West	5	<u>Zone: City TA/C</u> Use: commercial	

**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

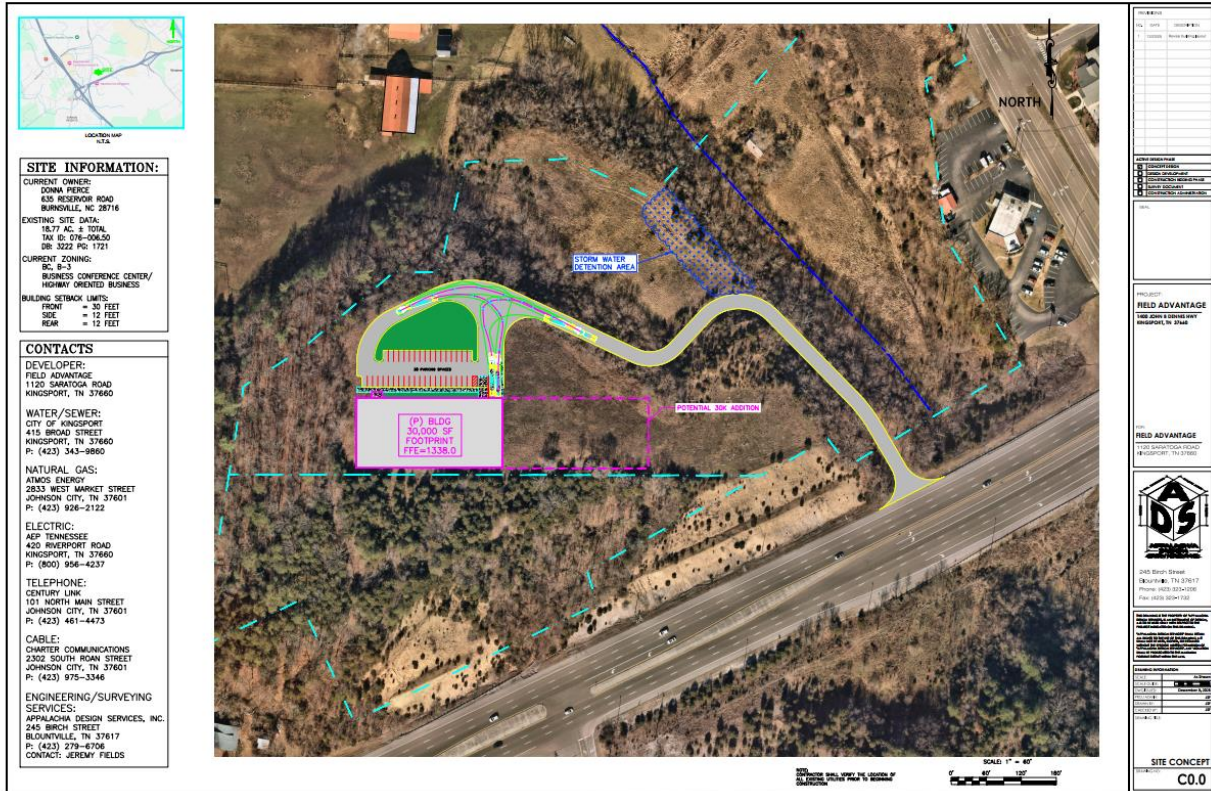
1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed B-3 zoning is suitable given the surrounding highway-oriented commercial development. The property is currently split-zoned BC and B-3, and rezoning the entire site supports a new commercial business consistent with the established development pattern.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. The new commercial business is compatible with surrounding commercial uses and is not expected to negatively impact nearby properties.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. While the property has reasonable use under BC zoning, rezoning the entire site to B-3 allows for a more practical and economically viable new commercial business that aligns with surrounding development.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The 2030 Future Land Use Plan designates the property for retail/commercial use. The proposed B-3 zoning aligns with this designation and supports the Plan's intent to focus commercial development along major transportation corridors.

**Proposed use:** Commercial Business

**The Future Placetype Map recommends** regional activity center.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The property's split zoning and adjacency to existing city B-3 commercial development support rezoning the entire site to B-3, allowing for a new commercial business consistent with the area's established development pattern.

Zoning Development Plan (A Full Size Copy Available for Meeting)



CONCLUSION

Staff recommends forwarding a positive recommendation to rezone from BC to B-3, based on the proposal's compatibility with surrounding commercial uses and conformance with the 2030 Future Land Use Plan.



AGENDA ACTION FORM

**Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 003.20, Located along Fordtown Road from the R-3, Low Density Apartment District to M-1R, Light Manufacturing Restricted District**

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

Action Form No.: AF-86-2026  
Work Session: April 6, 2026  
First Reading: April 7, 2026  
Final Adoption: April 21, 2026  
Staff Work By: J. McMurray  
Presentation By: Jessica McMurray

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**Strategic Focus Area: 5. Thriving Local Economy**

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**Recommendation:**

- Hold Public Hearing
- Approve Ordinance

**Executive Summary:**

If approved, this owner-initiated request would **rezone approximately 15.67 acres along Fordtown Road from the R-3, Low Density Apartment District to the M-1R, Light Manufacturing Restricted District.**

During their March 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 7-0.

The proposed rezoning to M-1R is compatible with the surrounding commercial and business development pattern and is not expected to adversely affect nearby properties. It creates a consistent zoning pattern that supports appropriate development in the area.

Supporting documentation, including standards of review and potential uses within the M-1R zone, is provided in the supplementary information.

**No opposition was received to this item.**

The notice of public hearing was published on March 16, 2026.

**Attachments:**

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

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

## 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 April 7, 2026 to consider the rezoning of Tax Map 120, Parcel 003.20 located along Fordtown Road from the R-3, Low Density Apartment District to M-1R, Light Manufacturing Restricted District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING AT A NEW IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF EASTERN STAR ROAD, CORNER TO PROPERTY OF BRECKENRIDGE VILLAGE, LLC (TAX MAP 120, PARCEL 27.30); THENCE WITH THE EASTERLY RIGHT OF WAY LINE OF EASTERN STAR ROAD FOUR CALLS: N 26°47' E, 133.52' TO AN NEW IRON PIN; N 18°25' E, 53.61' TO A HIGHWAY MONUMENT; N 18°25' E, 204.27' TO AN NEW IRON PIN AND WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 192.92' AND A RADIUS OF 476.63 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FORDTOWN ROAD; THENCE WITH THE SOUTHERLY RIGHT OF WAY LINE OF FORDTOWN ROAD N 61°34' E, 634.42' TO AN OLD IRON PIN, CORNER TO PROPERTY OF TAYLOR PROPERTIES #2, L.P. (TAX MAP 120, PARCEL 3.30); THENCE WITH TAYLOR PROPERTIES #2, L.P. (TAX MAP 120, PARCEL 3.30) S 28°33' E, 669.69' TO AN OLD IRON PIN, CORNER TO PROPERTY OF BRECKENRIDGE VILLAGE, LLC (TAX MAP 120, PARCEL 27.30); THENCE WITH BRECKENRIDGE VILLAGE, LLC (TAX MAP 120, PARCEL 27.30) FIVE CALLS: S 42°04' W, 818.39' TO AN NEW IRON PIN; N 52°03' W, 159.74' TO AN NEW IRON PIN; N 29°27' W, 161.89' TO AN NEW IRON PIN; N 42°05' W, 103.84' TO AN NEW IRON PIN; AND N 83°56' W, 220.11' TO THE POINT OF BEGINNING, CONTAINING 15.67 ACRES.

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 3/16/2026

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FORDTOWN ROAD FROM THE R-3, LOW DENISTY APARTMENT DISTRICT TO M-1R, LIGHT MANUFACTURING RESTRICTED 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 a portion of property located along Fordtown Road from the R-3, Low Density Apartment District to M-1R, Light Manufacturing Restricted District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A NEW IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF EASTERN STAR ROAD, CORNER TO PROPERTY OF BRECKENRIDGE VILLAGE, LLC (TAX MAP 120, PARCEL 27.30); THENCE WITH THE EASTERLY RIGHT OF WAY LINE OF EASTERN STAR ROAD FOUR CALLS: N 26°47' E, 133.52' TO AN NEW IRON PIN; N 18°25' E, 53.61' TO A HIGHWAY MONUMENT; N 18°25' E, 204.27' TO AN NEW IRON PIN AND WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 192.92' AND A RADIUS OF 476.63 TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FORDTOWN ROAD; THENCE WITH THE SOUTHERLY RIGHT OF WAY LINE OF FORDTOWN ROAD N 61°34' E, 634.42' TO AN OLD IRON PIN, CORNER TO PROPERTY OF TAYLOR PROPERTIES #2, L.P. (TAX MAP 120, PARCEL 3.30); THENCE WITH TAYLOR PROPERTIES #2, L.P. (TAX MAP 120, PARCEL 3.30) S 28°33' E, 669.69' TO AN OLD IRON PIN, CORNER TO PROPERTY OF BRECKENRIDGE VILLAGE, LLC (TAX MAP 120, PARCEL 27.30); THENCE WITH BRECKENRIDGE VILLAGE, LLC (TAX MAP 120, PARCEL 27.30) FIVE CALLS: S 42°04' W, 818.39' TO AN NEW IRON PIN; N 52°03' W, 159.74' TO AN NEW IRON PIN; N 29°27' W, 161.89' TO AN NEW IRON PIN; N 42°05' W, 103.84' TO AN NEW IRON PIN; AND N 83°56' W, 220.11' TO THE POINT OF BEGINNING, CONTAINING 15.67 ACRES.

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.

PAUL W. MONTGOMERY  
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

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

## **Supplementary Information – Fordtown Road Rezoning Request**

### **Principal uses permitted in the M-1R district are as follows:**

Fabrication, assembly, processing, and packaging of products made from a wide range of prepared materials (e.g., metals, plastics, glass, textiles, wood products, rubber, paper, leather); Production of consumer and industrial goods such as food and bakery items, candies, pharmaceuticals, cosmetics, appliances, electronics, instruments, furniture, toys, footwear, soaps, detergents, and similar finished products; Auto parts rebuilding, bottling plants, warehouses and wholesaling, storage and distribution yards, lumberyards, cabinet and furniture shops, laboratories, metalworking and welding shops, utilities and service yards, terminals, and related industrial operations; Breweries, wineries, distilleries, craft beverage production, religious assembly uses, and communication facilities.

### **Special exceptions are permitted only with the approval of the BZA and are allowed in the M-1R district as follows:**

Public utilities and public service uses and structures; Indoor recreational facilities such as tennis courts, racquet ball courts, gymnasiums, offices, etc.

### **Standards of Review:**

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed M-1R Light Manufacturing District permits uses that are generally compatible with the surrounding B-3 Highway Oriented Business zoning. The area is characterized by commercial and service-oriented uses, and the M-1R district allows light manufacturing and warehousing activities that are consistent with the existing development pattern.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. Rezoning the property from R-3 to M-1R should not adversely affect nearby properties. The surrounding area is largely commercial in nature, and the proposed zoning would align the parcel more closely with surrounding business and industrial uses, reducing potential land-use conflicts.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has reasonable economic use under the existing R-3 zoning; however, the proposed M-1R classification would allow uses that are more consistent with the surrounding commercial and industrial development pattern and may provide greater flexibility for economic development.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed M-1R rezoning is consistent with the Future Place Type Map

designation of Manufacturing & Warehousing. Rezoning the property to M-1R would support the long-term land use vision for the area by allowing uses that align with the recommended place type.

**Proposed use:** Manufacturing & Warehousing

**The Future Placetype Map recommends** Manufacturing & Warehousing

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The presence of nearby M-1R zoning and surrounding B-3 commercial districts supports the request, as the proposed rezoning would create a more consistent zoning pattern within the area. Additionally, the Future Place Type Map's recommendation for Manufacturing & Warehousing further supports the appropriateness of the M-1R designation for the property.



<b>PROPERTY INFORMATION</b>	
<b>ADDRESS</b>	Parcel 003.20
<b>DISTRICT</b>	14
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	R-3 (Low Density Apartment District)
<b>PROPOSED ZONING</b>	<b>M-1R (Light Manufacturing Restricted District)</b>
<b>ACRES</b>	Rezone Site 15.67 acres +/-
<b>EXISTING USE</b>	Vacant
<b>PROPOSED USE</b>	Manufacturing

**PETITIONER**  
**ADDRESS**                    **1043 Fordtown Road, Kingsport, TN 37663**

**INTENT**

*To rezone from R-3 (Low Density Apartment District) to M-1R (Light Manufacturing Restricted District) to construction of a manufacturing facility.*

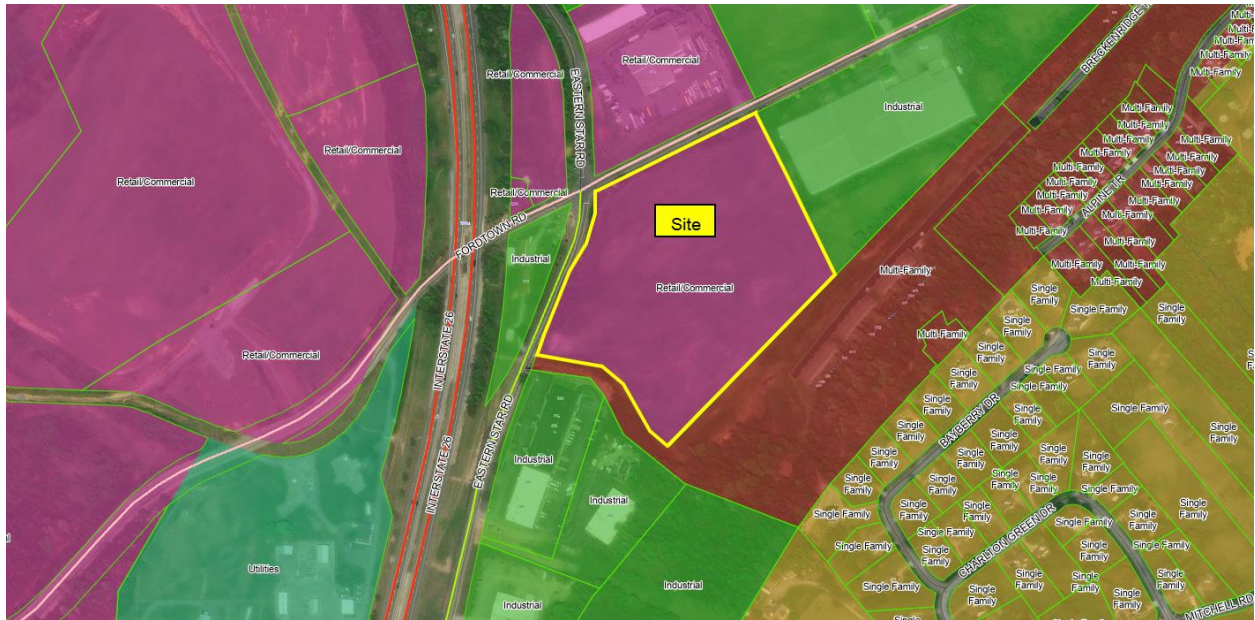
Vicinity Map



Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View of Site from Breckenridge Trace



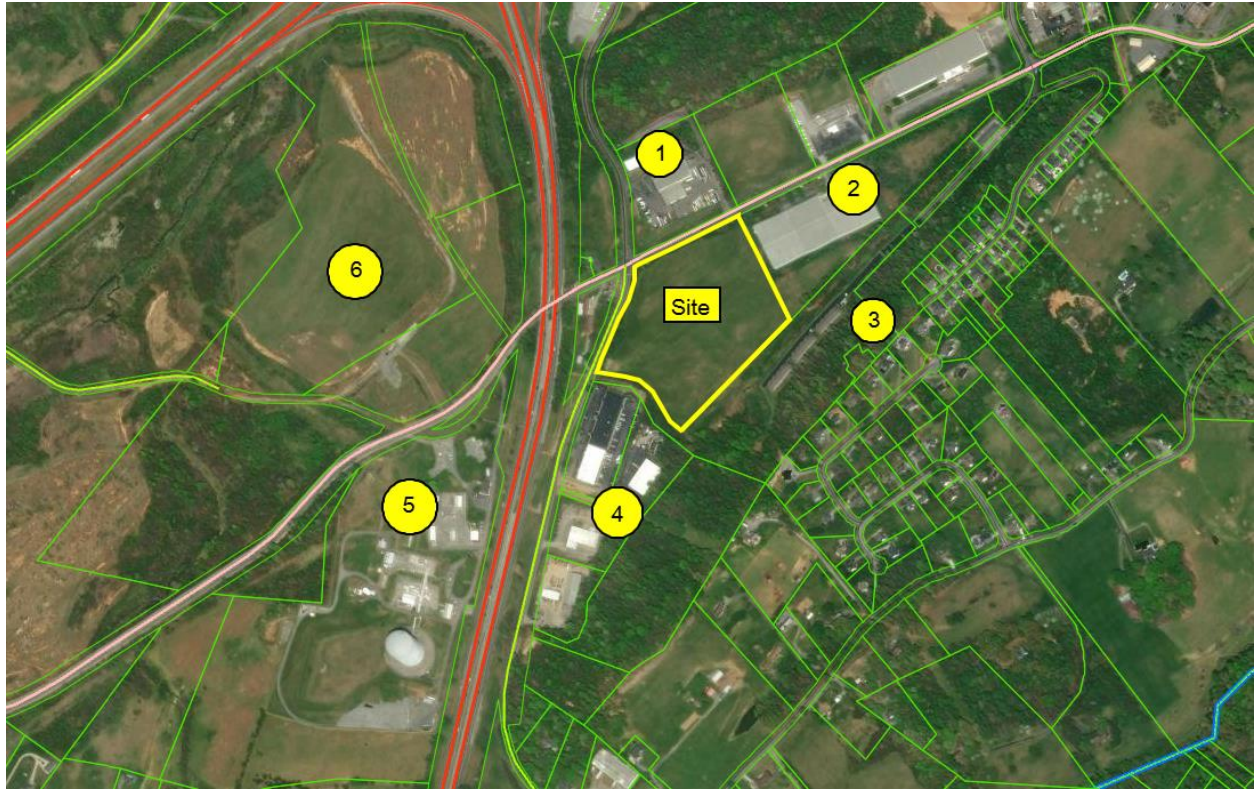
View from Fordtown Road



View from Fordtown Road



EXISTING USES LOCATION MAP



Kingsport Regional Planning Commission

Rezoning Report

File Number REZONE26-0038

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City B-3</u> Use: commercial	
Northeast	2	<u>Zone: City M-1R</u> Use: commercial	
East	3	<u>Zone: City R-3</u> Use: townhomes	
South	4	<u>Zone: City M-1R</u> Use: commercial	
Southeast	5	<u>Zone: City M-1R</u> Use: commercial	
West	6	<u>Zone: City TA/C</u> Use: vacant	

## Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

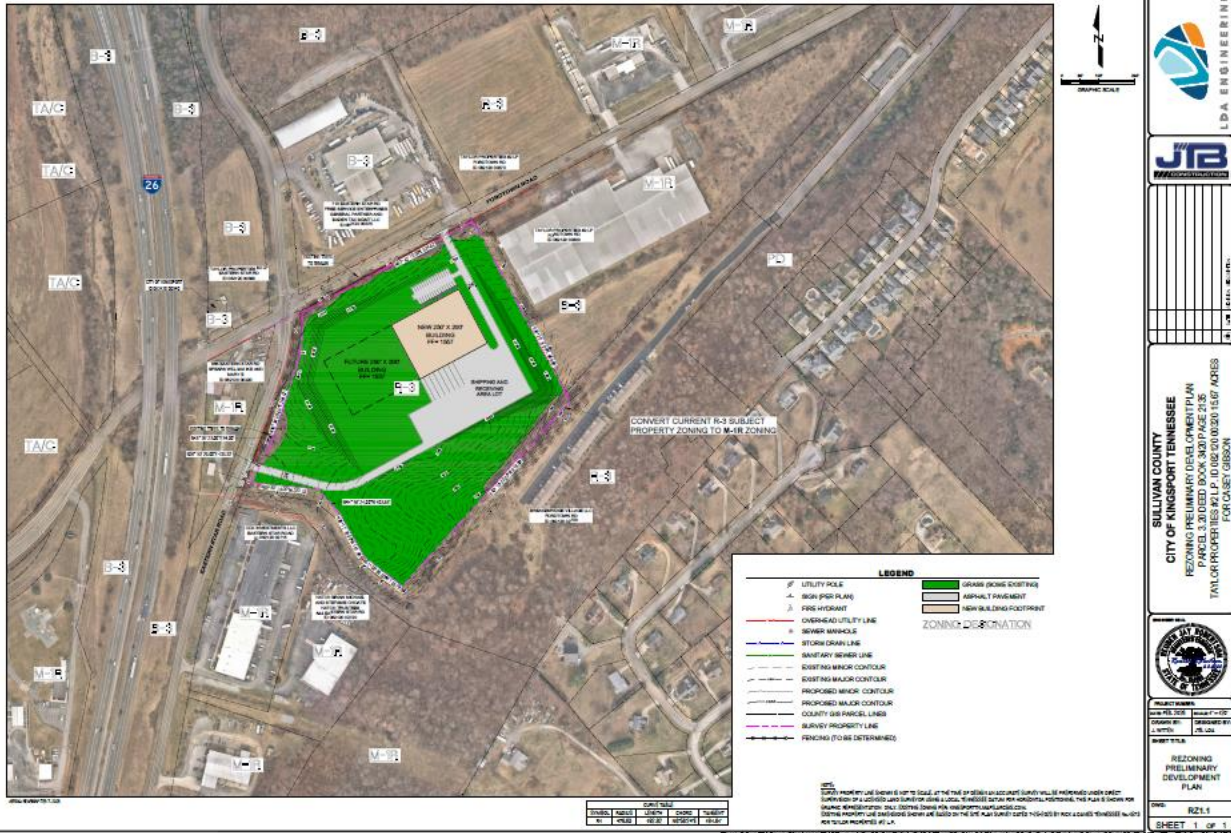
1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed M-1R Light Manufacturing District permits uses that are generally compatible with the surrounding B-3 Highway Oriented Business zoning. The area is characterized by commercial and service-oriented uses, and the M-1R district allows light manufacturing and warehousing activities that are consistent with the existing development pattern.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. Rezoning the property from R-3 to M-1R should not adversely affect nearby properties. The surrounding area is largely commercial in nature, and the proposed zoning would align the parcel more closely with surrounding business and industrial uses, reducing potential land-use conflicts.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has reasonable economic use under the existing R-3 zoning; however, the proposed M-1R classification would allow uses that are more consistent with the surrounding commercial and industrial development pattern and may provide greater flexibility for economic development.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed M-1R rezoning is consistent with the Future Place Type Map designation of Manufacturing & Warehousing. Rezoning the property to M-1R would support the long-term land use vision for the area by allowing uses that align with the recommended place type.

**Proposed use:** Manufacturing & Warehousing

**The Future Placetype Map recommends** Manufacturing & Warehousing

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The presence of nearby M-1R zoning and surrounding B-3 commercial districts supports the request, as the proposed rezoning would create a more consistent zoning pattern within the area. Additionally, the Future Place Type Map's recommendation for Manufacturing & Warehousing further supports the appropriateness of the M-1R designation for the property.

Zoning Development Plan (A Full Size Copy Available for Meeting)



CONCLUSION

Staff recommends approval of the rezoning from M-1R to R-3 based on its conformance with the Future Land Use Plan and its compatibility with the surrounding zoning and existing commercial development pattern.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Zoning of Tax Map 046I, Group A, Parcel 014.00, Located along Revere Street from the B-2, Central Business District to B-2E, Central Business Edge District**

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

Action Form No.: AF-87-2026  
Work Session: April 6, 2026  
First Reading: April 7, 2026  
Final Adoption: April 21, 2026  
Staff Work By: J. McMurray  
Presentation By: Jessica McMurray

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**Strategic Focus Area: 5. Thriving Local Economy**

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**Recommendation:**

- Hold Public Hearing
- Approve Ordinance

**Executive Summary:**

If approved, this owner-initiated request would **rezone approximately .33 acres along Revere Street from the B-2, Central Business District to the B-2E, Central Business Edge District.**

During their March 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 7-0.

The proposed rezoning to B-2E is compatible with surrounding downtown commercial uses and is not expected to negatively impact nearby properties, as it largely permits the same uses as the existing B-2 district. The request is also consistent with the 2030 Future Land Use Plan.

Supporting documentation, including standards of review and potential uses within the B-2E zone, is provided in the supplementary information.

**No opposition was received to this item.**

The notice of public hearing was published on March 16, 2026.

**Attachments:**

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

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

## 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 April 7, 2026 to consider the rezoning of Tax Map 046I, Group A, Parcel 014.00 located along Revere Street from the B-2, Central Business District to B-2E, Central Business Edge District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING AT A POINT, SAID POINT BEING AT THE INTERSECTION OF REVERE STREET AND PRESS STREET (FORMERLY REEDY STREET). THENCE ALONG THE NORTHEASTERLY SIDELINE OF PRESS STREET A DISTANCE OF 75.00 FEET TO A POINT, SAID POINT A CORNER TO LOT 44, BLOCK 28, CITY OF KINGSPORT (PLAT BOOK 5, PAGE 203). THENCE LEAVING SAID SIDELINE ALONG LOT 44 BY AN INTERIOR ANGLE TO THE LEFT OF 90° 00' A DISTANCE OF 194.20 FEET TO A POINT, SAID POINT BEING A CORNER TO LOT 44 AND 45 AND LOCATED ON THE SOUTHWESTERLY SIDELINE OF A 25 FOOT ALLEY. THENCE ALONG SAID ALLEY BY AN INTERIOR ANGLE OF 75° 15' TO THE LEFT A DISTANCE OF 77.55 FEET TO A POINT, SAID POINT LOCATED ON THE NORTHWESTERLY SIDELINE OF REVERE STREET. THENCE ALONG SAID SIDELINE BY AN INTERIOR ANGLE OF 104° 45' TO THE LEFT A DISTANCE OF 174.46 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING KNOWN AS LOTS 45, 46 AND 47, BLOCK 28, CITY OF KINGSPORT.

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 3/16/2026

*Item IX3.*

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG REVERE STREET FROM THE B-2, CENTRAL BUSINESS DISTRICT TO B-2E, CENTRAL BUSINESS EDGE DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone a portion of property located along Revere Street from the B-2, Central Business District to B-2E, Central Business Edge District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A POINT, SAID POINT BEING AT THE INTERSECTION OF REVERE STREET AND PRESS STREET (FORMERLY REEDY STREET). THENCE ALONG THE NORTHEASTERLY SIDELINE OF PRESS STREET A DISTANCE OF 75.00 FEET TO A POINT, SAID POINT A CORNER TO LOT 44, BLOCK 28, CITY OF KINGSPORT (PLAT BOOK 5, PAGE 203). THENCE LEAVING SAID SIDELINE ALONG LOT 44 BY AN INTERIOR ANGLE TO THE LEFT OF 90° 00' A DISTANCE OF 194.20 FEET TO A POINT, SAID POINT BEING A CORNER TO LOT 44 AND 45 AND LOCATED ON THE SOUTHWESTERLY SIDELINE OF A 25 FOOT ALLEY. THENCE ALONG SAID ALLEY BY AN INTERIOR ANGLE OF 75° 15' TO THE LEFT A DISTANCE OF 77.55 FEET TO A POINT, SAID POINT LOCATED ON THE NORTHWESTERLY SIDELINE OF REVERE STREET. THENCE ALONG SAID SIDELINE BY AN INTERIOR ANGLE OF 104° 45' TO THE LEFT A DISTANCE OF 174.46 FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING KNOWN AS LOTS 45, 46 AND 47, BLOCK 28, CITY OF KINGSPORT.

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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PAUL W. MONTGOMERY  
Mayor

ATTEST:

*Item IX3.*

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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 \_\_\_\_\_

## **Supplementary Information – Revere Street Rezoning Request**

### **Principal uses. Principal uses permitted in the B-2E, Central Business Edge District are as follows:**

Establishments retailing goods and merchandise such as food, groceries, clothing, hardware, toiletries, furniture and furnishings, gasoline, meals, vehicles, boats, trailers, jewelry, appliances and similar items; Financial offices; Residential, except single-family detached dwellings; Establishments for the sale or provision of personal appearance or care, finance, clothing and goods repair, offices, printing, parking, entertainment, recreation, hotels, motels, educational institutions, food and drink, brewpubs, craft breweries, distilleries, wineries, museums; On-premises and off-premises alcoholic beverage sales; Climate-controlled indoor storage, provided that said facilities are only permitted to occupy existing buildings; Municipal and other government uses.

### **Special exceptions are permitted only with the approval of the BZA and are allowed in the B-2E district as follows:**

Communication facilities and facilities with drive-throughs

### **Standards of Review:**

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed B-2E permits uses that are substantially similar to those allowed in the existing B-2. The primary distinction is that B-2E allows indoor storage within existing buildings. Given the property's downtown context and surrounding commercial development pattern, the proposed district supports uses that are consistent with adjacent and nearby properties.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. Because B-2 and B-2E allow largely the same range of commercial uses, the rezoning does not introduce more intensive or incompatible land uses. Allowing indoor storage within existing buildings does not significantly alter the character or intensity of development and is not expected to adversely affect surrounding properties.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has reasonable economic use under the existing B-2 zoning. However, the proposed B-2E classification provides additional flexibility by permitting indoor storage within existing structures, which may enhance the property's usability while maintaining compatibility with the surrounding downtown area.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The Future Placetype Map designates the area as Downtown, which supports retail, commercial, residential, office, civic, hospitality, and entertainment uses. The

proposed B-2E district is consistent with these uses and aligns with the intent of supporting active, mixed-use downtown development.

**Proposed use:** Indoor Storage

**The Future Placetype Map recommends** downtown.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The continued evolution of downtown commercial areas and the adaptive reuse of existing structures support additional flexibility in permitted uses.



**PROPERTY INFORMATION**

<b>ADDRESS</b>	Parcel 014.00
<b>DISTRICT</b>	11
<b>OVERLAY DISTRICT</b>	N/A
<b>EXISTING ZONING</b>	B-2 (Central Business District)
<b>PROPOSED ZONING</b>	B-2E (Central Business Edge District)
<b>ACRES</b>	Rezone Site .33 acres +/-
<b>EXISTING USE</b>	Vacant Building
<b>PROPOSED USE</b>	Indoor Storage

**PETITIONER**

**ADDRESS**                    **204 St. Charles Place, Kingsport, TN 37660**

**INTENT**

*To rezone from B-2 (Central Business District) to B-2E (Central Business Edge District) to accommodate indoor storage.*

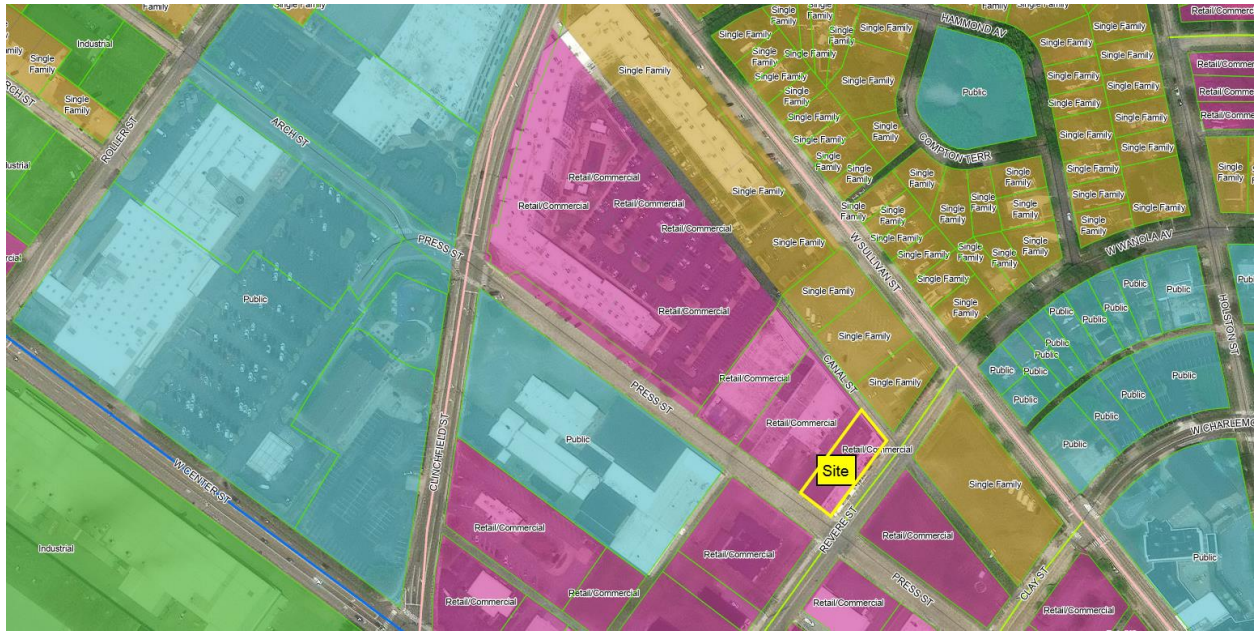
Vicinity Map



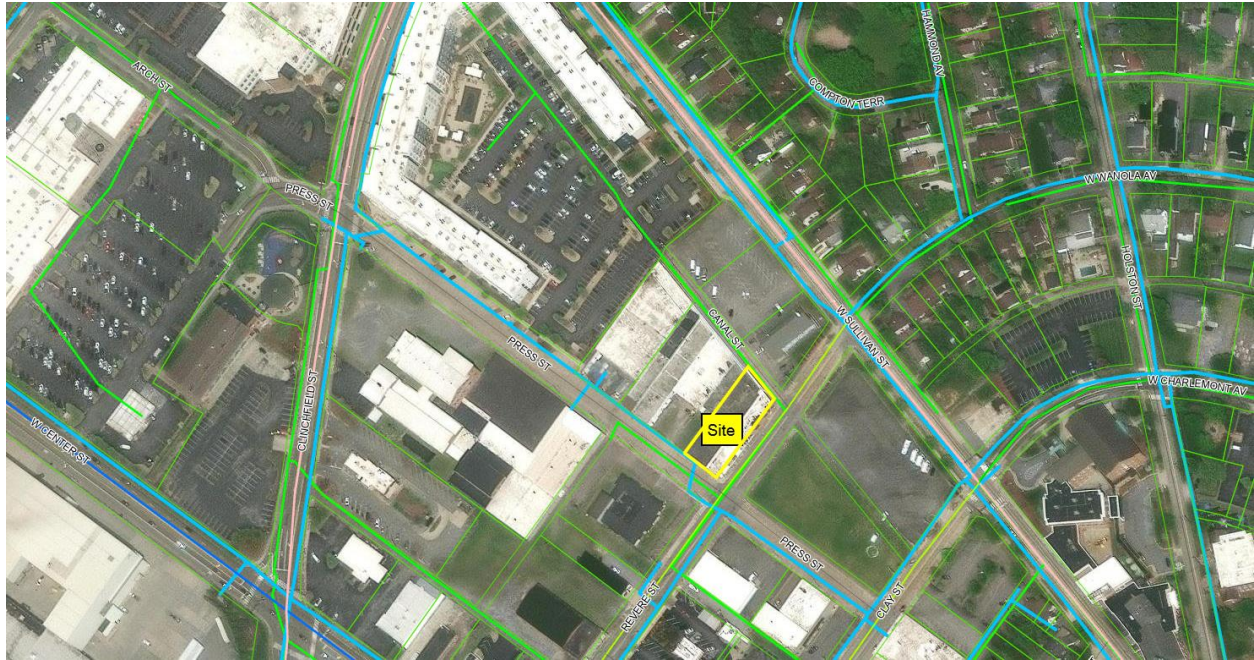
Surrounding City Zoning Map



Future Land Use Plan 2030



Aerial



View from Revere Street



View from Revere Street



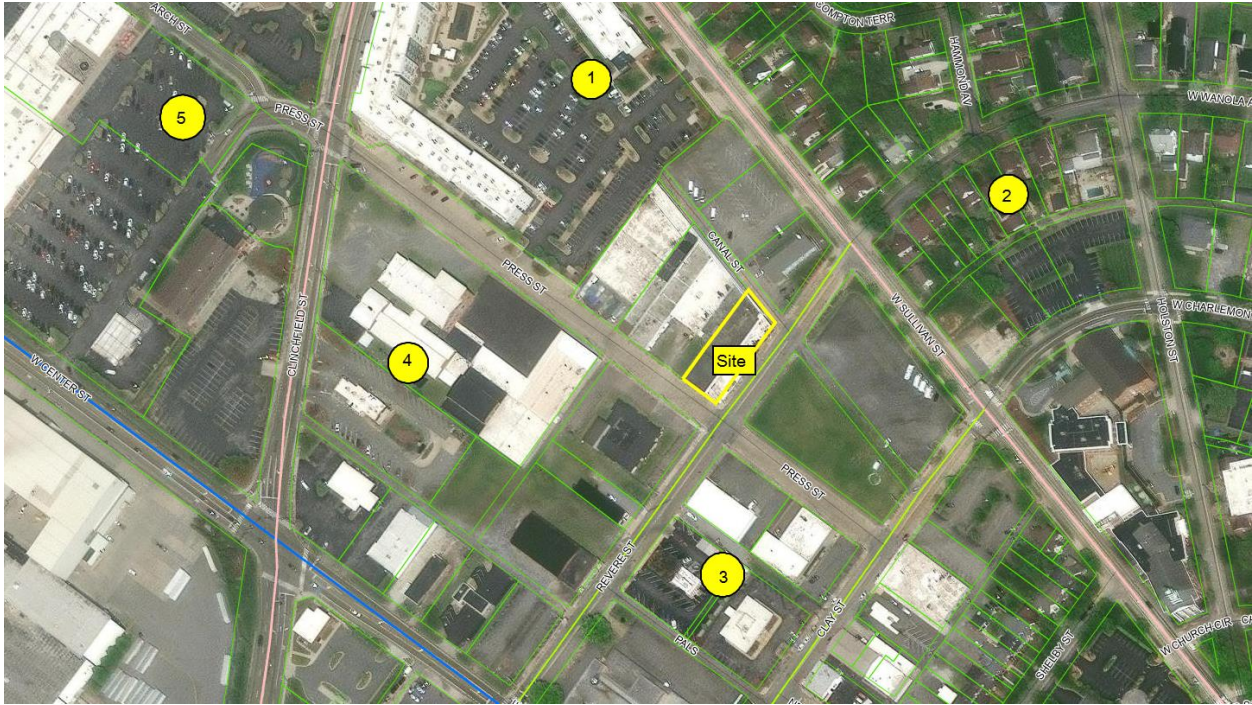
View from Revere Street



View from Revere Street



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City B-2</u> Use: commercial	
East	2	<u>Zone: City R-2</u> Use: residential	
South	3	<u>Zone: City B-2</u> Use: commercial	
West	4	<u>Zone: City B-2</u> Use: commercial	
Southwest	5	<u>Zone: City B-2E</u> Use: commercial	

**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

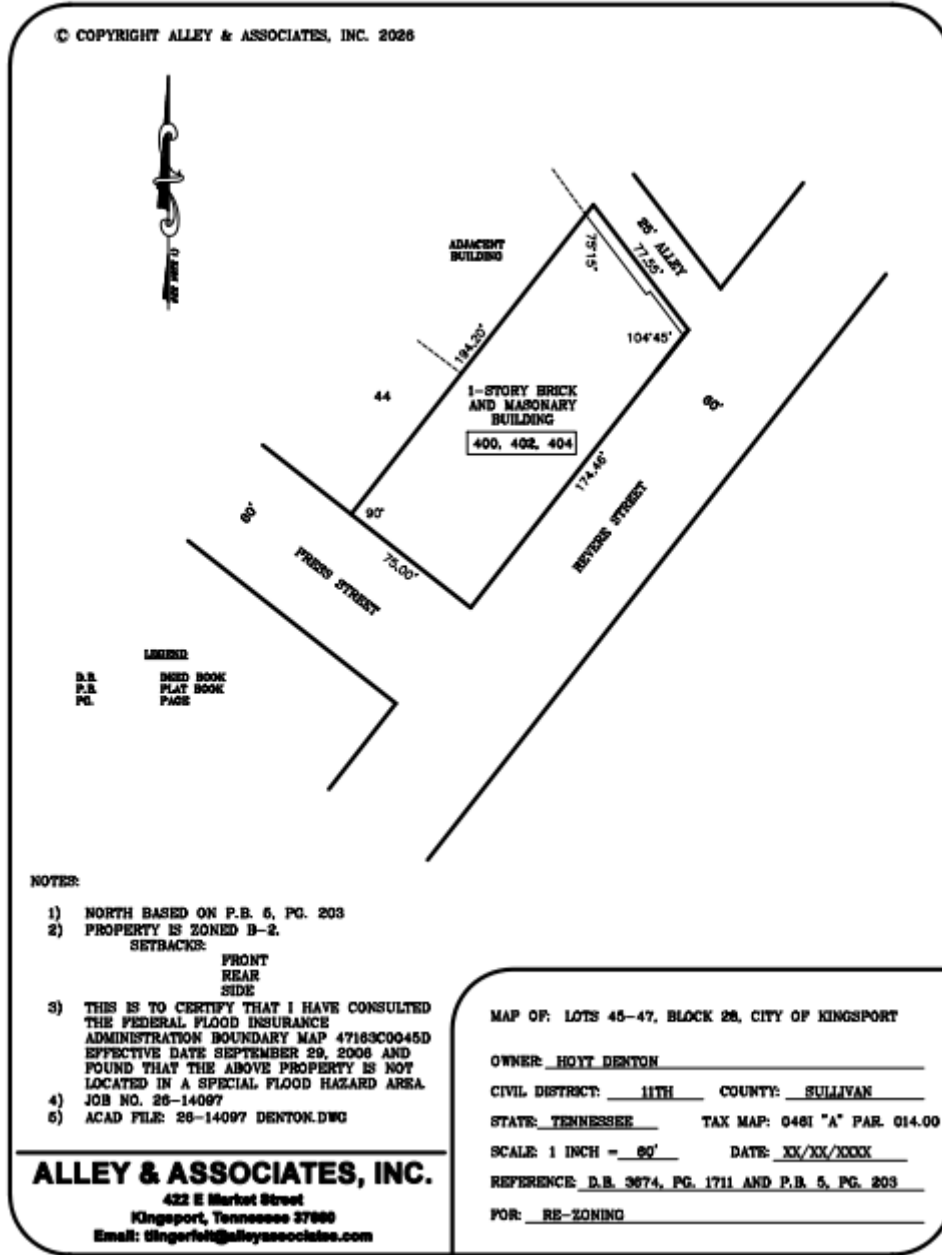
1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** Yes. The proposed B-2E permits uses that are substantially similar to those allowed in the existing B-2. The primary distinction is that B-2E allows indoor storage within existing buildings. Given the property's downtown context and surrounding commercial development pattern, the proposed district supports uses that are consistent with adjacent and nearby properties.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No. Because B-2 and B-2E allow largely the same range of commercial uses, the rezoning does not introduce more intensive or incompatible land uses. Allowing indoor storage within existing buildings does not significantly alter the character or intensity of development and is not expected to adversely affect surrounding properties.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has reasonable economic use under the existing B-2 zoning. However, the proposed B-2E classification provides additional flexibility by permitting indoor storage within existing structures, which may enhance the property's usability while maintaining compatibility with the surrounding downtown area.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** Yes. The Future Placetype Map designates the area as Downtown, which supports retail, commercial, residential, office, civic, hospitality, and entertainment uses. The proposed B-2E district is consistent with these uses and aligns with the intent of supporting active, mixed-use downtown development.

**Proposed use:** Indoor Storage

**The Future Placetype Map recommends** downtown.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** Yes. The continued evolution of downtown commercial areas and the adaptive reuse of existing structures support additional flexibility in permitted uses.

Zoning Development Plan (A Full Size Copy Available for Meeting)



CONCLUSION

Staff recommends sending a positive recommendation to rezone from B-2 to B-2E, based on the proposal's compatibility with surrounding downtown commercial uses and its conformance with the 2030 Future Landuse Plan.



AGENDA ACTION FORM

**Consideration of an Ordinance to Amend Zoning of Tax Map 045E, Group C, Parcels 01.00, 00.26 and 00.27 Located along Fairview Avenue from the R-1C, Residential District to B-3, Highway-Oriented Business District**

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

Action Form No.: AF-96-2026  
Work Session: April 6, 2026  
First Reading: April 7, 2026  
Final Adoption: April 21, 2026  
Staff Work By: Jessica McMurray  
Presentation By: Jessica McMurray

**Strategic Focus Area: 5. Thriving Local Economy**

**Recommendation:**

- Hold public hearing
- Approve ordinance

**Executive Summary:**

If approved, this owner-initiated request would **rezone approximately .45 acres along Fairview Avenue from the R-1C, Residential District to the B-3, Highway-Oriented Business District.**

Previously, the owner requested the property be rezoned from R1-C to B-3. At its **September 2025** regular meeting, the Kingsport Regional Planning Commission **voted to send a negative recommendation** to the Board of Mayor and Aldermen by a vote of 7-0. This was at least in part based on staff's recommendation that the B-3 district permits uses which are highly incompatible with abutting single-family residential uses and that the requested B-3 zone does not conform to the 2030 Future Land Use Plan.

In **January 2026**, the **applicant submitted a revised development plan** with added landscaping commitments and restricted access on Fairview Avenue and requested reconsideration of the rezoning. During their **February 2026** regular meeting, the **Commission determined the revisions were substantial** and voted 7-0 to rehear the request.

During their **March 2026** regular meeting, the Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 4-3. **One public comment was received** at the March 2026 meeting. The resident expressed concerns about the types of businesses that could locate on the property, the potential for increased traffic on Fairview Avenue, and the possible impact to nearby property values.

Supporting documentation, including standards of review and potential uses within the B-3 zone, is provided in the supplementary information. The notice of public hearing was published on March 16, 2026.

**Attachments:**

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

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

Item IX4.

## NOTICE OF PUBLIC HEARING

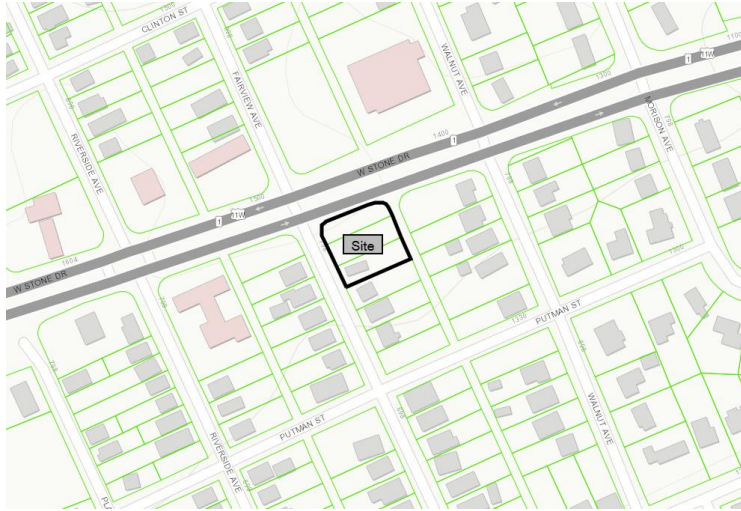
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on April 7, 2026 to consider the rezoning of Tax Map 045E, Parcels 001.00, 026.00 and 027.00 located along Fairview Avenue from the R-1C, Residential District to B-3, Highway Oriented District. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING AT A 1/2" IRON ROD (OLD), SAID IRON ROD BEING LOCATED IN THE EASTERLY SIDELINE OF FAIRVIEW AVENUE AND A CORNER TO LOT 4, BLOCK 9, WEST VIEW PARK ADDITION (P.B. A, PG. 23A). THENCE WITH SAID SIDELINE OF FAIRVIEW AVENUE NORTH 23°22'07" WEST, A DISTANCE OF 111.18 FEET TO A 1/2" IRON ROD (OLD). THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.25 FEET, AND A CHORD OF NORTH 23°58'49" EAST, A DISTANCE OF 36.73 FEET TO A 1/2" IRON ROD (OLD). SAID IRON ROD BEING LOCATED IN THE SOUTHERLY SIDELINE OF HIGHWAY 11-W. THENCE WITH SAID SIDELINE OF 11-W, NORTH 71°18'09" EAST, A DISTANCE OF 123.57 FEET TO A 1/2" IRON ROD (OLD). THENCE LEAVING SAID SIDELINE OF 11-W AND WITH THE WESTERLY SIDE OF A 15 FOOT ALLEY, SOUTH 23°13'15" EAST, A DISTANCE OF 126.23 FEET TO A 3/8" IRON ROD (OLD). SAID ROD BEING A CORNER FOR LOT 4. THENCE LEAVING THE 15 FOOT ALLEY AND WITH THE LINE OF LOT 4, SOUTH 66°43'00" WEST, A DISTANCE OF 149.85 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.452 ACRES, MORE OR LESS, AND IS KNOWN AS LOTS 5 & 6, AND PART OF LOT 7, BLOCK 9, WEST VIEW PARK ADDITION.

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

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



CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 3/16/2026

Item IX4.

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FAIRVIEW AVENUE FROM THE R-1C, RESIDENTIAL DISTRICT TO B-3, HIGHWAY-ORIENTED BUSINESS DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Fairview Avenue from the R-1C, Residential District to B-3, Highway-Oriented Business District in the 11th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A 1/2" IRON ROD (OLD), SAID IRON ROD BEING LOCATED IN THE EASTERLY SIDELINE OF FAIRVIEW AVENUE AND A CORNER TO LOT 4, BLOCK 9, WEST VIEW PARK ADDITION (P.B. A, PG. 23A). THENCE WITH SAID SIDELINE OF FAIRVIEW AVENUE NORTH 23°22'07" WEST, A DISTANCE OF 111.18 FEET TO A 1/2" IRON ROD (OLD). THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 41.25 FEET, AND A CHORD OF NORTH 23°58'49" EAST, A DISTANCE OF 36.73 FEET TO A 1/2" IRON ROD (OLD). SAID IRON ROD BEING LOCATED IN THE SOUTHERLY SIDELINE OF HIGHWAY 11-W. THENCE WITH SAID SIDELINE OF 11-W, NORTH 71°18'09" EAST, A DISTANCE OF 123.57 FEET TO A 1/2" IRON ROD (OLD). THENCE LEAVING SAID SIDELINE OF 11-W AND WITH THE WESTERLY SIDE OF A 15 FOOT ALLEY, SOUTH 23°13'15" EAST, A DISTANCE OF 126.23 FEET TO A 3/8" IRON ROD (OLD). SAID ROD BEING A CORNER FOR LOT 4. THENCE LEAVING THE 15 FOOT ALLEY AND WITH THE LINE OF LOT 4, SOUTH 66°43'00" WEST, A DISTANCE OF 149.85 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.452 ACRES, MORE OR LESS, AND IS KNOWN AS LOTS 5 & 6, AND PART OF LOT 7, BLOCK 9, WEST VIEW PARK ADDITION.

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.

\_\_\_\_\_  
PAUL W. MONTGOMERY  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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

## **Supplementary Information – Fairview Avenue Rezoning Request**

### **Principal uses permitted in the B-3, Highway-Oriented Business District are as follows:**

Ambulance services; animal hospitals; antennas; antique shops; artist studios; automobile sales and services; automobile service stations; bakeries, retail and wholesale; boat sales; brewpubs; building materials and services; business services and supplies; catering services; climate controlled indoor storage facilities; convenience stores; craft breweries; distilleries; eating and drinking establishments; equipment sales, service and rentals; financial institutions; fitness centers; food and beverage sales; funeral and internment services; hotels and motels; laboratories; maintenance and repair services; major and minor motor vehicle repair; manufactured and mobile home sales; off-premises and on-premises alcohol sales; plant nurseries; offices; open air uses; pawn shops; personal improvement services; printing and publishing; recreation vehicle sales; research and development; residential use on the 2nd floor or higher floor of a building; restaurants; retail sales; shopping centers; wineries; Clubs and lodges; cultural institutions; community centers; institutions for human care; day care centers; parking lots and structures; public facilities; meeting centers, Commercial recreation and entertainment; park and recreation facilities; public and private campgrounds; RV parks; golf courses; theaters and auditoriums, Government uses; religious assembly; schools, public, private, trade, Communication facilities; Adult oriented establishments.

### **Special exceptions uses are permitted only with the approval of the BZA and are allowed in the B-3 district as follows:**

Automobile storage; automobile impoundment yards, Lumberyards.

### **Standards of Review:**

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposed rezoning from R-1C Residential to B-3 Highway Oriented Business does not appear to be suitable for this location. The surrounding area is primarily developed with single-family residences, and the intensity of uses permitted in the B-3 district could create compatibility challenges with nearby homes. Lower-intensity transitional districts, such as P-1 Professional Office or low-density multifamily, may provide a more appropriate transition while maintaining compatibility with adjacent residential development.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposed rezoning from R-1C Residential to B-3 Highway Oriented Business could impact the use and enjoyment of adjacent and nearby properties. The surrounding area is predominantly developed with single-family homes, and the higher intensity of uses permitted within the B-3 district may introduce increased traffic, noise, and activity levels.

- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has a reasonable economic use under its current R-1C zoning. While it could also support economic use if rezoned, the city's highest-intensity commercial district is not appropriate for this location. More suitable options would be P-1 Professional Office or low-density multifamily zoning.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed rezoning from R-1C Residential to B-3 Highway Oriented Business is not in conformity with the adopted land use plan. The plan identifies this area as appropriate for single family residential use, reflecting the established single-family neighborhood character. Allowing highway-oriented commercial development would conflict with the plan's goals of protecting and reinforcing existing residential areas.

**Proposed use:** commercial business

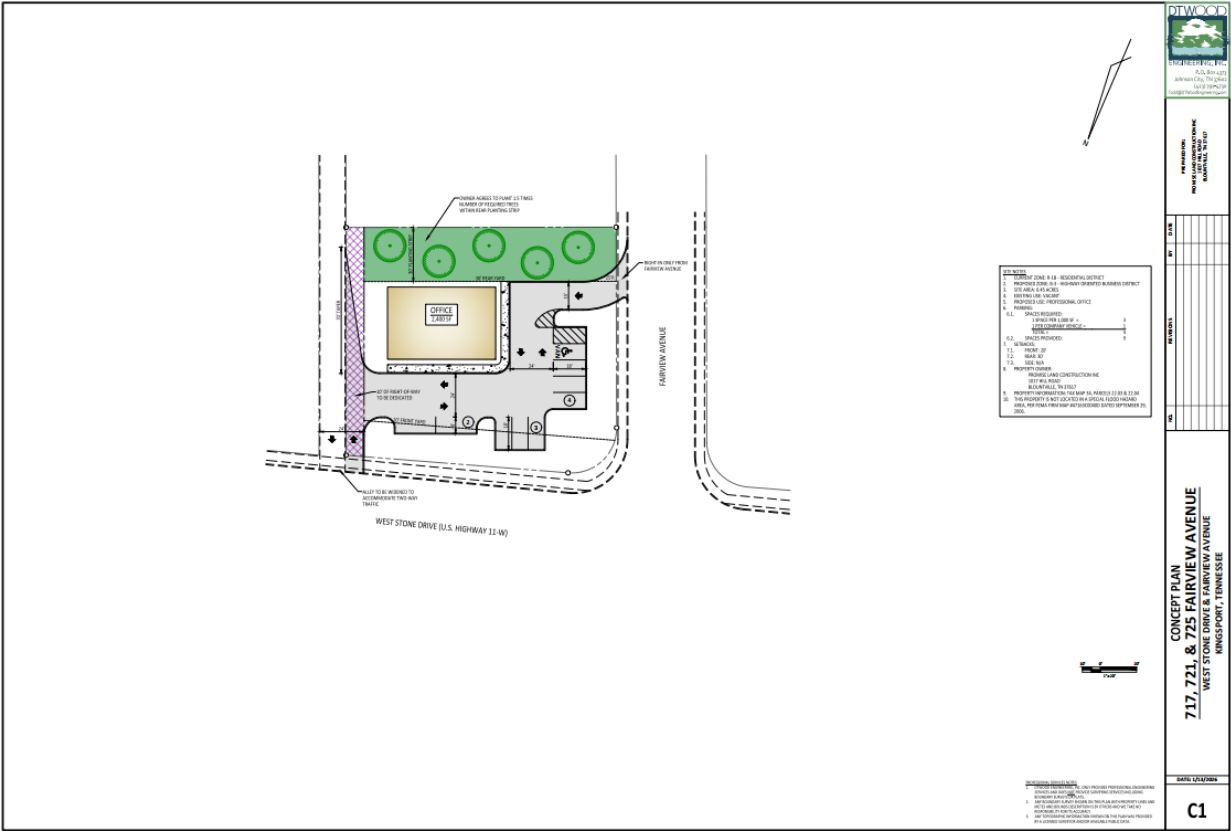
**The Future Land Use Plan Map recommends** single-family.

- 5. Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** There are no changed conditions that justify rezoning the property from R-1C Residential to B-3 Highway Oriented Business. The area remains a stable single-family neighborhood with no new development trends to support highway-oriented uses. These conditions support disapproval of the request. If rezoning is considered, a lower-intensity district such as P-1 Professional Office or low-density multifamily would provide a more suitable transition.

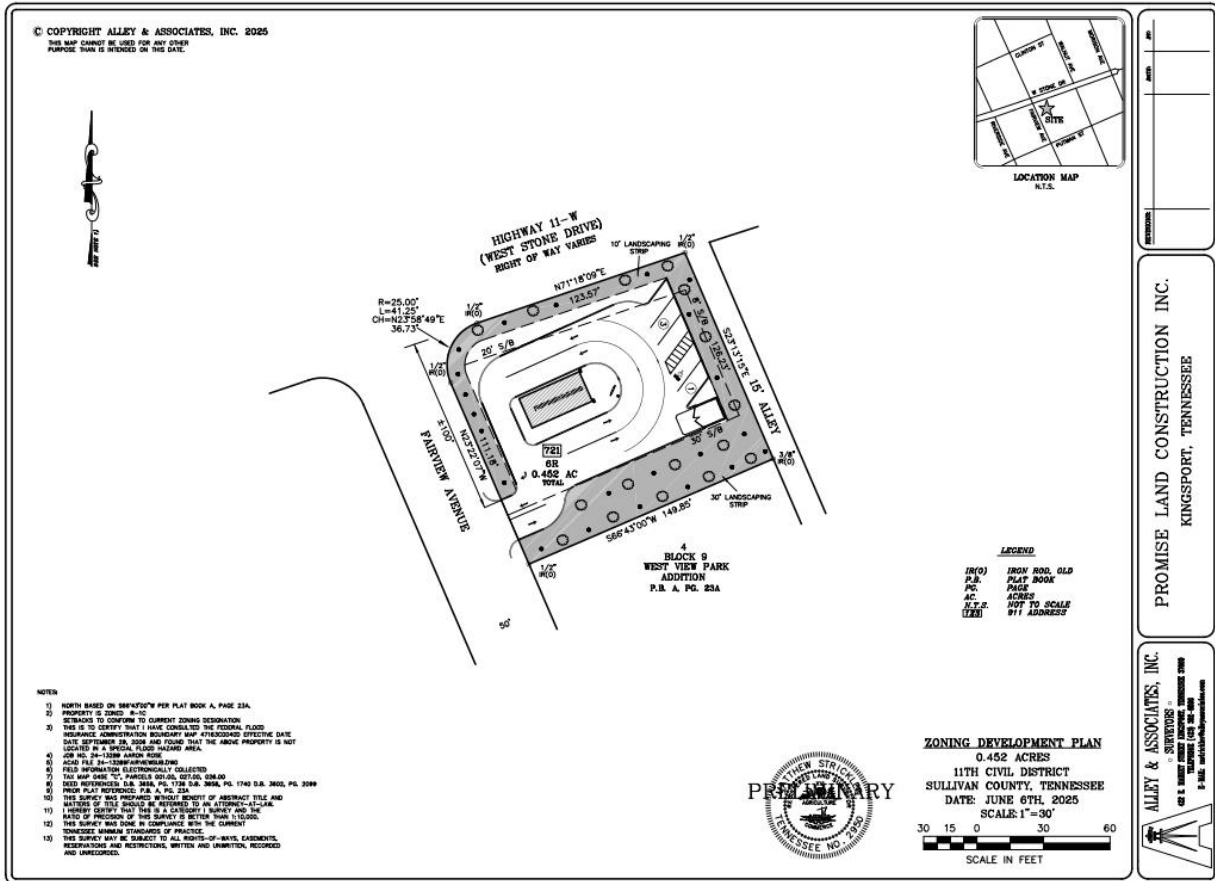
Petition to Reconsider Rezoning Application

<b>Property Information</b>			
<b>Address</b>		717, 721, 725 Fairview Avenue	
<b>Tax Map, Group, Parcel</b>		Tax Map 045E Group C Parcel(s) 001.00, 027.00, 026.00	
<b>Civil District</b>		11	
<b>Overlay District</b>		N/A	
<b>Land Use Designation</b>		Single-family	
<b>Acres</b>		Rezone Site .45 acres +/-	
<b>Existing Use</b>		<b>Existing Zoning</b>	R-1C
<b>Proposed Use</b>		<b>Proposed Zoning</b>	B-3
<b>Owner /Applicant Information</b>			
<b>Name: John Rose</b> <b>Address: 1017 Hill Road</b> <b>City: Blountville</b> <b>State: TN</b>		<b>Zip Code: 37617</b>  <b>Intent:</b> To request reconsideration of the Fairview Avenue rezoning proposal based on changes to the zoning development plan.	
<b>Planning Department Summary</b>			
<ul style="list-style-type: none"> <li>The applicant has submitted a request for the Planning Commission to reconsider the previously reviewed rezoning application following a negative recommendation, citing updates to the zoning development plan.</li> <li>The Planning Commission originally heard the request at its September 2025 meeting, where the applicant sought to rezone from R-1C to B-3. At that time, staff noted the surrounding properties were zoned R-1C and expressed concerns that the proposed B-3 district would be incompatible with nearby single-family uses and inconsistent with the 2030 Future Land Use Plan. Staff recommended a negative recommendation, and the Commission voted 7-0 to forward a negative recommendation to the Board of Mayor and Aldermen.</li> <li>In accordance with established procedures, the Commission may, at its discretion, determine whether the circumstances justify rehearing the case. The determination of whether to reconsider the rezoning request rests entirely with the Planning Commission.</li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	February 10, 2026
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>February 19, 2026</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**Zoning Development Plan**  
 (a full size copy will be provided for the meeting)  
**Proposed for Reconsideration**



**Zoning Development Plan**  
 (a full size copy will be provided for the meeting)  
 Reviewed by Planning Commission September 2025



Kingsport Regional Planning Commission

File Number

Promise Land Construction, Inc  
1017 Hill Road  
Blountville, TN 37617

Re: 717, 721& 725 Fairview Avenue Rezoning

To: Kingsport Regional Planning Commission

Thank you for taking the time to reconsider our rezoning request. After hearing input provided by staff and the Commission, DTWood Engineering (DTWE) was engaged to help come up with a plan that might work. Chris Alley with DTWE has provide and updated concept plan that includes in and out access on Stone Drive. He has communicated with TDOT, and this plan reflect their conversations. I would also propose the following and would memorialize in the property deed and bind future owners to these conditions:

1. Plant 1.5 times the trees that the buffer currently requires on the southern property boundary.
2. Agree to allow right turn only, into the property, for traffic traveling north on Fairview Avenue, a left turn entrance for traffic traveling south on Fairview Avenue would not be provided. The right turn only provision shall automatically be voided if an additional lot is added to the southern side of the property.

I am happy to provide additional information or answer any questions

Regards,

*John Rose*

John Rose  
Owner  
Promise Land Construction, Inc.

PROCEDURES OF THE PLANNING COMMISSION

I. Special Meetings

All required data and/or plans submitted in proper order shall be in the hands of the Planning staff before the meeting is called.

Meetings will normally be called only in these circumstances:

- a. For the convenience of the Planning Commission.
- b. As a favor to developers or others with a pressing need where delay to the regular meeting would create undue hardship.
- c. When the Planning Commission has added requirements to a previously properly submitted request.

No special meeting will be held the week before the regular meeting except in very extreme circumstances.

II. Order of Business

The Order of Business of all meetings of members shall be determined by the presiding officer, unless otherwise determined by vote of a majority of the members present.

III. Establishment of Agenda

The Planning Manager shall present a tentative agenda to the Chairman of the Planning Commission consisting of:

- I. INTRODUCTION AND RECOGNITION OF VISITORS
- II. APPROVAL OF AGENDA
- III. APPROVAL OF MINUTES
- IV. CONSENT AGENDA - Consent items are those items brought before the Planning Commission which have been reviewed by the Planning Commission in previous meetings or work sessions.
- V. PUBLIC COMMENT
- VI. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS
- VII. REGULAR AGENDA
  - A. New Business
  - B. Committee Reports
- VIII. OTHER BUSINESS
- IX. ADJOURNMENT

After the Planning Manager has submitted a Tentative Agenda, at the conclusion of the Agenda Review Work Session the Chairman of the Commission shall set the agenda for the next regularly scheduled Commission meeting.

Subdivision considerations shall be placed on the Tentative Agenda subsequent

# Kingsport Regional Planning Commission

File Number

Procedures  
Kingsport Regional Planning Commission

to all the necessary documentation/information being submitted to the Planning division prior to the first of the month in which the item is to be considered.

Zoning issues shall be placed on the Tentative Agenda provided all the necessary documentation/information has been provided to the Planning Division the 15th of the month preceding the Planning Commission meeting.

Any item that has received a negative vote or been previously denied by the Planning Commission will not be reconsidered by the Planning Commission within one year of denial action unless, in the opinion of the Planning Manager, the item has substantially changed. However, the owner, agent or representative shall have the privilege of petitioning the Planning Commission to appeal the Planning Manager's decision.

On all agenda items other than those on the Consent Agenda, the owner, agent, or representative must attend the Planning Commission meeting to present and/or answer questions concerning that agenda item. If no owner, agent, or representative is present, the Planning Commission may elect not to consider the agenda item.

Tentative agenda items may be withdrawn at any time by the owner, agent, or representative. Once the agenda has progressed from the Tentative Agenda stage to the final stage, items may be withdrawn by the owner, agent or representative, at the regular meeting of the Planning Commission.

The Planning Commission Chairman shall adhere to the following strict protocol:

- Receive staff presentation, written and oral, with inquiries or clarification from the Commission.
- Receive presentations from those in favor of the request, with questions from the Commission at this point.
- Receive presentations from those opposed to the request, with questions from the Commission.
- Establish and note the clear delineation that all the facts have been presented, then the Chairman closes the discussion and input and the Commission deliberates, give due consideration, and makes a decision.

#### IV. Suspension of the Rules

The rules of the Planning Commission shall not be suspended except for a definite purpose, and by a 2/3 vote.

#### V. Rules

The Planning Commission is a deliberative body which meets to make decisions on matters affecting Kingsport. Unless amended by the Planning Commission, Roberts Rules of Order is the parliamentary authority for meetings of the Commission.



**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number REZONE25-0208**

**PROPERTY INFORMATION**

<b>ADDRESS</b>	Parcel 001.00, 027.00, 026.00
<b>DISTRICT</b>	11
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	R-1C
<b>PROPOSED ZONING</b>	B-3 (Highway Oriented Business District)
<b>ACRES</b>	Rezone Site 0.45 acres +/-
<b>EXISTING USE</b>	vacant
<b>PROPOSED USE</b>	commercial business

**PETITIONER**

**ADDRESS** 1017 Hill Road, Blountville, TN 37617

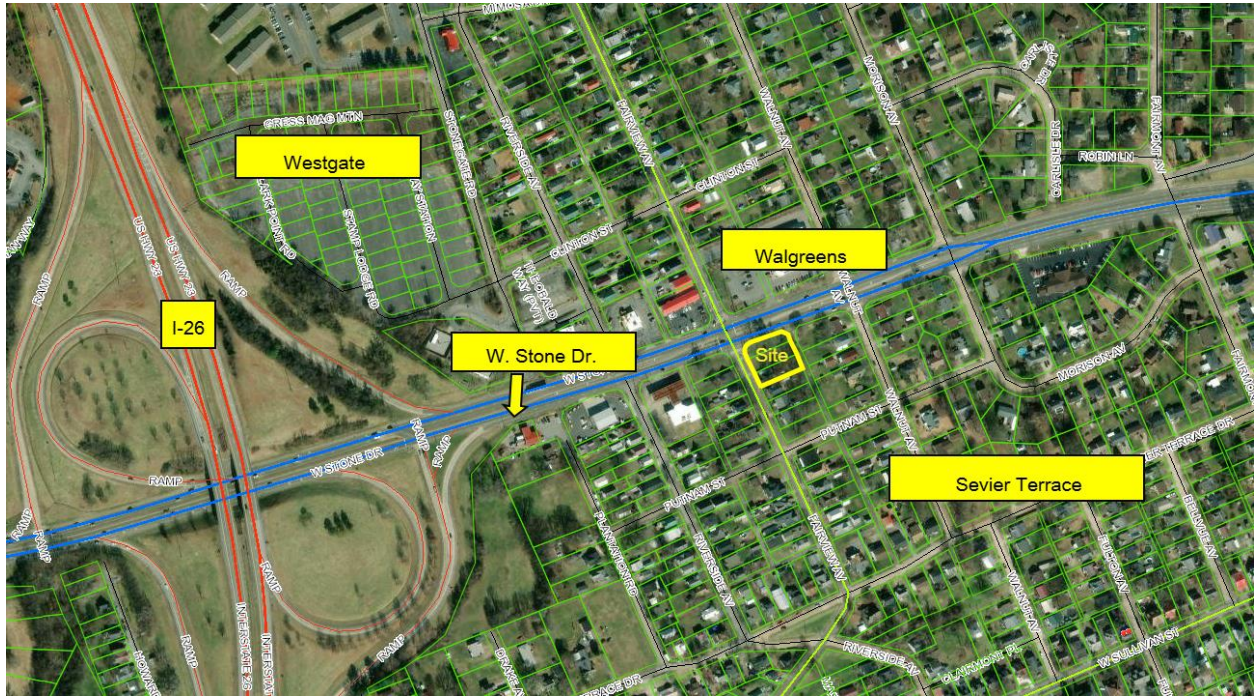
**REPRESENTATIVE**

**PHONE** (423)426-3524

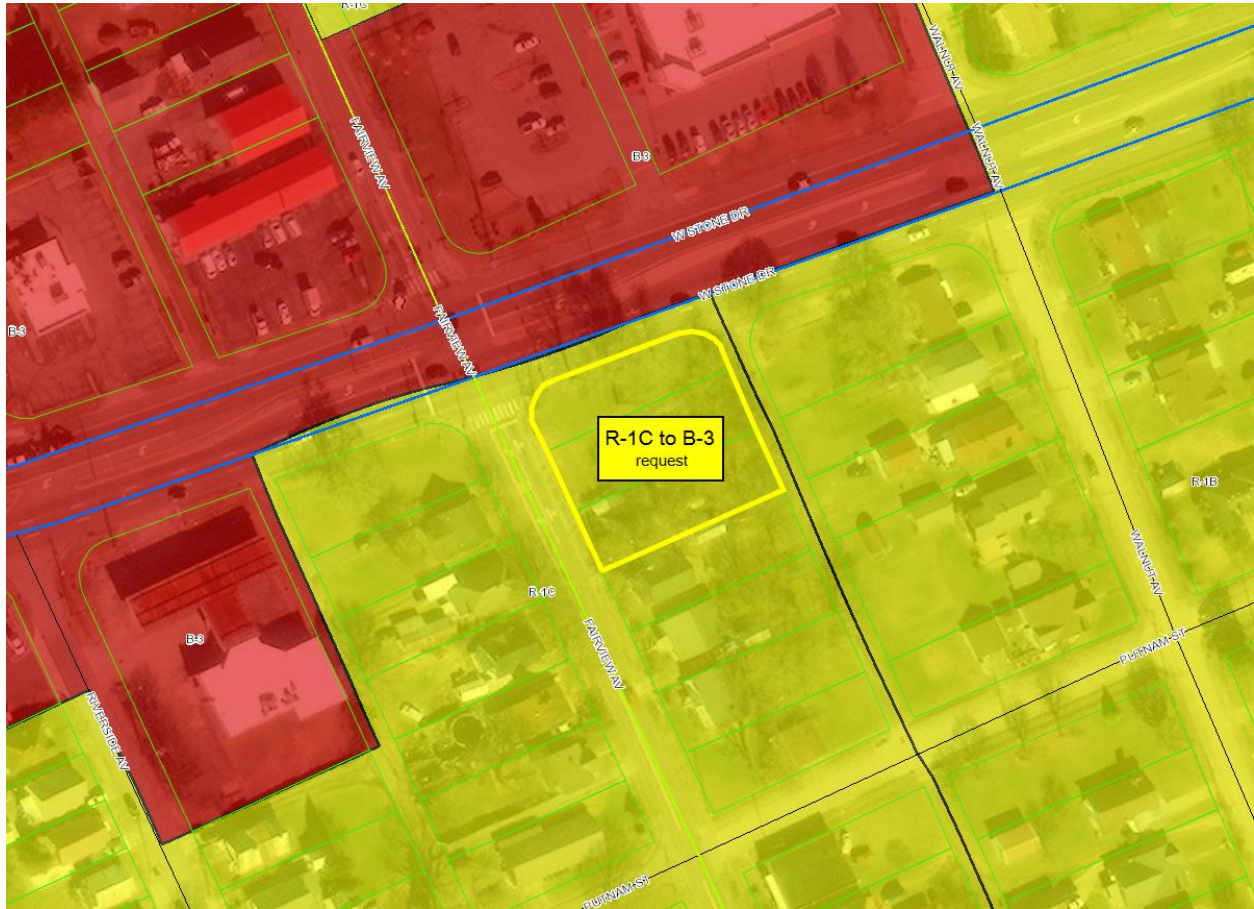
**INTENT**

*To rezone from R-1C (Residential District) to B-3 (Highway Oriented Business District) to allow for the development of a new commercial business.*

Vicinity Map



Surrounding City Zoning Map



Future Land Use Plan 2030





View from Site Facing W. Stone Dr. (North)



View of Site Facing Fairview Ave. (South)



View Facing Fairview Ave. & W. Stone Dr. Intersection (Northwest)



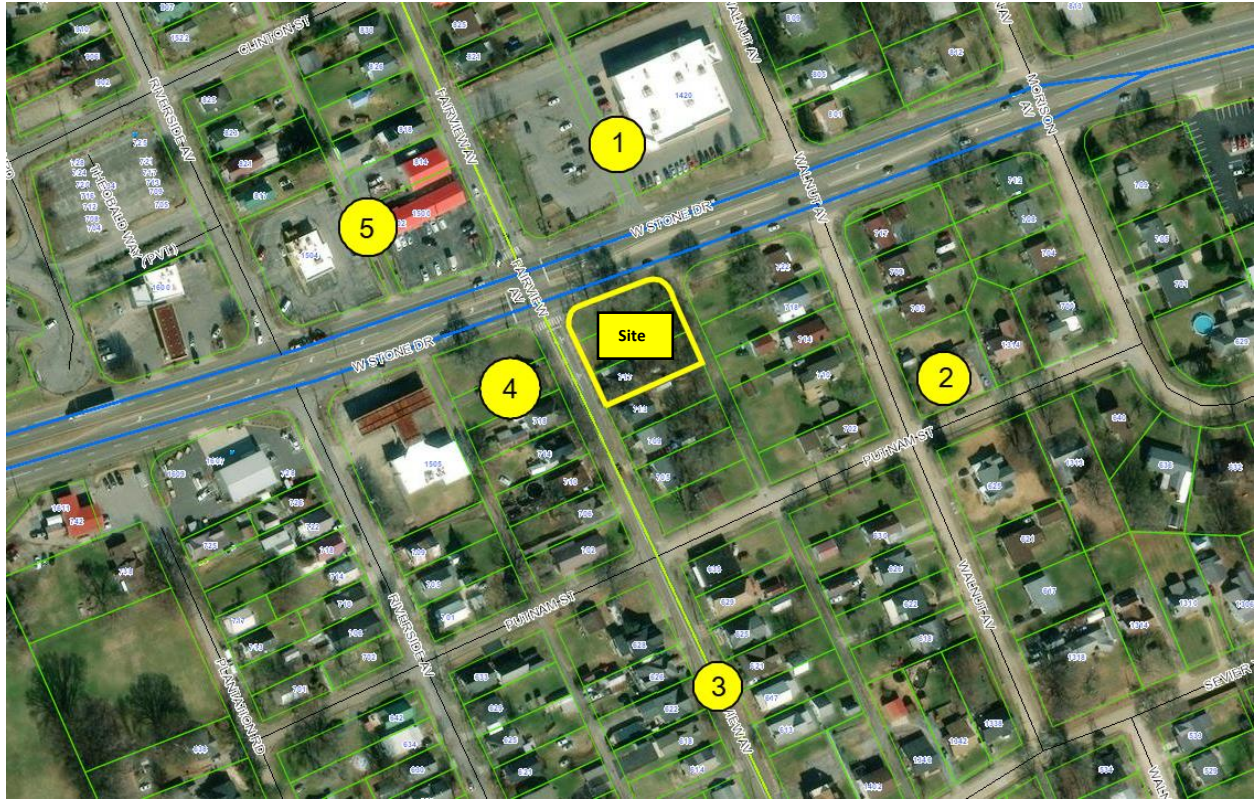
View Facing Walnut Ave. (East)



View Facing Walnut Ave. (Southeast)



EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City B-3</u> Use: Walgreens	Zoned B-3 in 1998
East	2	<u>Zone: City R-1B</u> Use: Single Family homes	
South	3	<u>Zone: City R-1C</u> Use: Single Family Homes	
West	4	<u>Zone: R-1C</u> Use: Single Family Homes	
Northwest	5	<u>Zone: City B-3</u> Use: Lafayette Heat & Air	Zoned B-3 in 2006

## Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 5, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposed rezoning from R-1C Residential to B-3 Highway Oriented Business does not appear to be suitable for this location. The surrounding area is primarily developed with single-family residences, and the intensity of uses permitted in the B-3 district could create compatibility challenges with nearby homes. Lower-intensity transitional districts, such as P-1 Professional Office or low-density multifamily, may provide a more appropriate transition while maintaining compatibility with adjacent residential development.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposed rezoning from R-1C Residential to B-3 Highway Oriented Business could impact the use and enjoyment of adjacent and nearby properties. The surrounding area is predominantly developed with single-family homes, and the higher intensity of uses permitted within the B-3 district may introduce increased traffic, noise, and activity levels.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** Yes. The property has a reasonable economic use under its current R-1C zoning. While it could also support economic use if rezoned, the city's highest-intensity commercial district is not appropriate for this location. More suitable options would be P-1 Professional Office or low-density multifamily zoning.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed rezoning from R-1C Residential to B-3 Highway Oriented Business is not in conformity with the adopted land use plan. The plan identifies this area as appropriate for single family residential use, reflecting the established single-family neighborhood character. Allowing highway-oriented commercial development would conflict with the plan's goals of protecting and reinforcing existing residential areas.

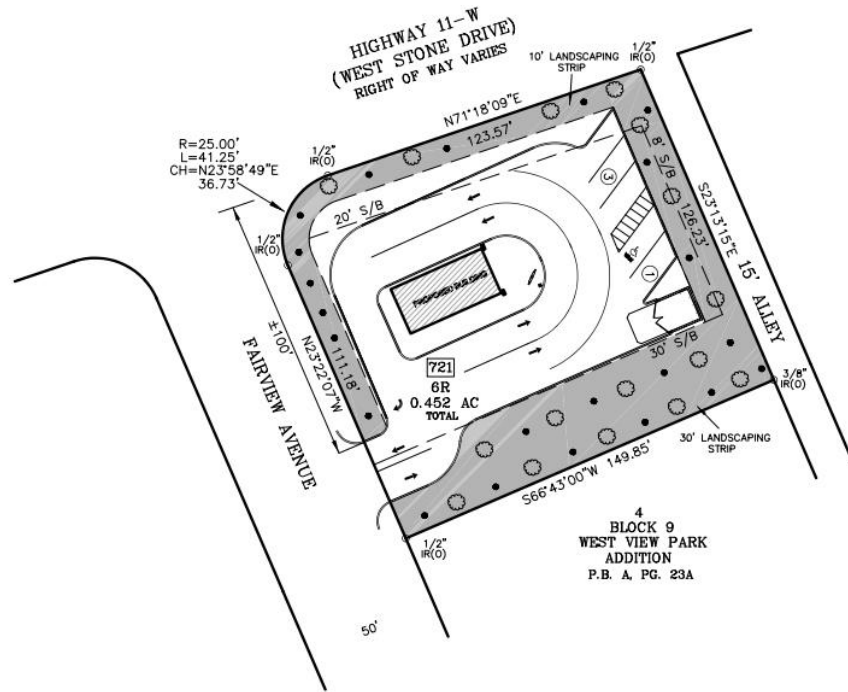
**Proposed use:** commercial business

**The Future Land Use Plan Map recommends** single-family.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** There are no changed conditions that justify rezoning the property from R-1C Residential to B-3 Highway Oriented Business. The area remains a stable single-family neighborhood with no new development trends to support highway-oriented uses. These conditions support disapproval of the request. If rezoning is considered, a lower-intensity district such as P-1 Professional Office or low-density multifamily would provide a more suitable transition.



Zoning Development Plan (A Full Size Copy Available for Meeting)



1"=50' PER PLAT BOOK A, PAGE 23A.  
-1C  
TO CURRENT ZONING DESIGNATION  
T I HAVE CONSULTED THE FEDERAL FLOOD

CONCLUSION

Staff recommends sending a negative recommendation to the Board of Mayor and Aldermen to rezone from R-1C to B-3. Staff's recommendation is based upon the proposal not conforming to the 2030 Future Land Use Plan and also the City's B-3 zone being highly incompatible with the surrounding City R-1C zone and single family use for this area.



## AGENDA ACTION FORM

### **Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026**

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

Action Form No.:	AF-85-2026	Final Adoption:	April 21, 2026
Work Session:	April 6, 2026	Staff Work By:	Wilson
First Reading:	April 7, 2026	Presentation By:	McCartt

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#### **Strategic Focus Area: 1. Efficient & Responsive Government**

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#### **Recommendation:**

Approve the Budget Ordinance

#### **Executive Summary:**

The General Fund is being amended by accepting a \$15,000 grant from the First Tennessee Development District Apprenticeship program for Police Training.

The General Projects Fund is being amended by transferring \$84,244 from the GP2007 Public Works – Parks ADA project to GP2603 ROW Vacatings project. Close GP2007

The General Projects – Special Revenue Fund be amended by appropriating \$24,627 from the Senior Center Advisory Board Fund to the Senior Center TDDA Grant Project (NC2607).

The Water Project Fund is being amended by transferring \$61,379 bond funding from the AMI Meter Purchase project to the Water Valve Replacement project and \$61,379 ARP funding from the Water Valve Replacement project to the AMI Meter Purchase project as ARP funding should have been moved rather than bond funding for the Huntington Hills Pump Station Replacement project, by appropriating fund balance in the amount of \$404,234 for additional expenses related to the Customer Service System project, accepting \$622,751 from Washington County for the Washington County Kincheloe project, by transferring \$23,194 from WA2305 Colonial View Pump Station project, \$37,318 from WA2402 Plant Facility Improvements projects, \$54,791 from WA2500 WA Pump Stations project, \$8,502 from WA2503 Hydro Excavator project, \$361,839 from WA2603 Meter Replacements project to WA2302 Facility Improvements project in the amount of \$5,030, WA2400 Waterline Improvements project in the amount of \$183,574, and WA2500 Waterline Improvements project in the amount of \$297,039. Closes WA2305, WA2402, WA2500, WA2503, WA2302, WA2400, and WA2500.

The Sanitary Sewer Project Fund is being amended by transferring \$29,165 from SW2207 W Kpt Sewer Evaluation project, \$259,000 from SW2412 Collection System Upgrades project, \$130,208 from SW2409 Collection System Upgrades (bonds) project, \$42,104 from SW2501 Sewer Improvements project, \$8,515 from SW2504 Hydro Excavator Truck project to SW2401 Sewer Line Improvements project in the amount of \$24,658, to SW2500 SW Lift Stations project in the amount of \$33,034, and to SW2604 Collection System Upgrades project in the amount of \$411,299. Closes SW2207, SW2501, SW2504, SW2401, and SW2500.

The Senior Center Advisory Board Fund be amended by appropriating \$24,627 from fund balance to the Gen Proj-Special Revenue Fund line (616-4804-481.70-35).

**Attachments:**

1. Budget Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE  
AMENDING THE 2025-2026 FISCAL YEAR BUDGET**

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance Number 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated*, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance # 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
<b>Appropriations:</b>			
Revenues			
110-0000-332.69-10 FTDD Apprenticeship	-	15,000	15,000
<b>Total</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>
Expenses			
110-3003-441.20-41 Registration Fees/Tuition	50,000	65,000	15,000
<b>Total</b>	<b>\$ 50,000</b>	<b>\$ 65,000</b>	<b>\$ 15,000</b>
Change in Fund Balance			\$ -

<b>General Projects-Special Revenue Fund: 111 Senior Center TDDA Grant (NC2607)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
111-0000-332.69-00 MISC OTHER STATE REVENUE	50,000	50,000	-
111-0000-391.65-00 FROM SR CIT AD BRD FUND	-	24,627	24,627
<b>Total</b>	<b>\$ 50,000</b>	<b>\$ 74,627</b>	<b>\$ 24,627</b>
Expenses			
111-0000-601.90-04 CAPITAL OUTLAY / EQUIPMENT	50,000	74,627	24,627
<b>Total</b>	<b>\$ 50,000</b>	<b>\$ 74,627</b>	<b>\$ 24,627</b>
Change in Project Fund Balance			\$ -

<b>General Projects-Special Revenue Fund: 311 ROW Vacatings (GP2603)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
311-0000-368.10-56 GO Bonds Series 2018A	-	288	288
311-0000-368.10-66 Series 2019 GO Improvement	-	79,773	79,773
311-0000-391.01-00 From General Fund	-	4,183	4,183
<b>Total</b>	<b>\$ -</b>	<b>\$ 84,244</b>	<b>\$ 84,244</b>
Expenses			
311-0000-601.20-20 Professional/ Consultant Services	-	84,244	84,244
<b>Total</b>	<b>\$ -</b>	<b>\$ 84,244</b>	<b>\$ 84,244</b>
Change in Project Fund Balance			\$ -

<b>General Projects-Special Revenue Fund: 311 Public Works - Parks ADA (GP2007)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
311-0000-368.10-56 GO Bonds Series 2018A	288	-	(288)
311-0000-368.10-66 Series 2019 GO Improvement	278,180	198,407	(79,773)
311-0000-391.01-00 From General Fund	4,183	-	(4,183)
<b>Total</b>	<b>\$ 4,183</b>	<b>\$ 198,407</b>	<b>\$ (84,244)</b>
Expenses			
311-0000-601.90-03 CAPITAL OUTLAY / IMPROVEMENTS	304,470	220,226	(84,244)
<b>Total</b>	<b>\$ 304,470</b>	<b>\$ 220,226</b>	<b>\$ (84,244)</b>
Change in Project Fund Balance			\$ -

<b>General Projects-Special Revenue Fund: 311 ROW Vacatings (GP2603)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
311-0000-368.10-56 GO Bonds Series 2018A	-	288	288
311-0000-368.10-66 Series 2019 GO Improvement	-	79,773	79,773
311-0000-391.01-00 From General Fund	-	4,183	4,183
<b>Total</b>	<b>\$ -</b>	<b>\$ 84,244</b>	<b>\$ 84,244</b>
Expenses			
311-0000-601.20-20 Professional/ Consultant Services	-	84,244	84,244
<b>Total</b>	<b>\$ -</b>	<b>\$ 84,244</b>	<b>\$ 84,244</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund AMI Meter Purchase (WA2306)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.05-72 GO Bonds Series 2023	61,379	-	(61,379)
451-0000-337.16-23 American Rescue Plan	2,491,007	2,552,386	61,379
<b>Total</b>	<b>\$ 2,552,386</b>	<b>\$ 2,552,386</b>	<b>\$ -</b>
Expenses			
	-	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Valve Loc &amp; Assessment (WA2307)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.05-72 GO Bonds Series 2023	38,621	100,000	61,379
451-0000-337.16-23 American Rescue Plan	719,992	658,613	(61,379)
<b>Total</b>	<b>\$ 758,613</b>	<b>\$ 758,613</b>	<b>\$ -</b>
Expenses			
	-	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Customer Service System (WA2607)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 From Water Fund	-	404,234	404,234
451-0000-368.09-48 Capital Outlay Note 2024	2,000,000	2,000,000	-
<b>Total</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 404,234</b>
Expenses			
451-0000-605.90-03 Improvements	2,000,000	2,404,234	404,234
<b>Total</b>	<b>\$ 2,000,000</b>	<b>\$ 2,404,234</b>	<b>\$ 404,234</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Washington County Kincheloe (WA2609)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-333.77-00 Washington County Revenue	-	622,151	622,151
<b>Total</b>	<b>\$ -</b>	<b>\$ 622,151</b>	<b>\$ 622,151</b>
Expenses			
451-0000-605.20-23 Engineering	-	549,566	549,566
451-0000-605.90-03 Improvements	-	72,585	72,585
<b>Total</b>	<b>\$ -</b>	<b>\$ 622,151</b>	<b>\$ 622,151</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund</b>	<b>Original</b>	<b>FY 2026</b>	<b>Proposed</b>
<b>Colonial view Pump Station (WA2305)</b>	<b>FY 2026 Budget</b>	<b>Estimated</b>	<b>Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	357,000	333,806	(23,194)
<b>Total</b>	<b>\$ 357,000</b>	<b>\$ 333,806</b>	<b>\$ (23,194)</b>
Expenses			
451-0000-605.90-03 Improvements	357,000	333,806	(23,194)
<b>Total</b>	<b>\$ 357,000</b>	<b>\$ 333,806</b>	<b>\$ (23,194)</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund</b>	<b>Original</b>	<b>FY 2026</b>	<b>Proposed</b>
<b>Plant Facility Improvements (WA2402)</b>	<b>FY 2026 Budget</b>	<b>Estimated</b>	<b>Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	108,518	71,200	(37,318)
<b>Total</b>	<b>\$ 108,518</b>	<b>\$ 71,200</b>	<b>\$ (37,318)</b>
Expenses			
451-0000-605.90-03 Improvements	208,518	171,200	(37,318)
<b>Total</b>	<b>\$ 208,518</b>	<b>\$ 171,200</b>	<b>\$ (37,318)</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund WA Pump Stations (WA2500)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	207,996	153,205	(54,791)
<b>Total</b>	<b>\$ 207,996</b>	<b>\$ 153,205</b>	<b>\$ (54,791)</b>
Expenses			
451-0000-605.90-19 Pump Stations	207,996	153,205	(54,791)
<b>Total</b>	<b>\$ 207,996</b>	<b>\$ 153,205</b>	<b>\$ (54,791)</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Hydro Excavator (WA2503)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	126,301	117,799	(8,502)
<b>Total</b>	<b>\$ 126,301</b>	<b>\$ 117,799</b>	<b>\$ (8,502)</b>
Expenses			
451-0000-605.90-03 Improvements	126,301	117,799	(8,502)
<b>Total</b>	<b>\$ 126,301</b>	<b>\$ 117,799</b>	<b>\$ (8,502)</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Meter Replacements (WA2603)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	500,000	138,161	(361,839)
<b>Total</b>	<b>\$ 500,000</b>	<b>\$ 138,161</b>	<b>\$ (361,839)</b>
Expenses			
451-0000-605.90-03 Improvements	500,000	138,161	(361,839)
<b>Total</b>	<b>\$ 500,000</b>	<b>\$ 138,161</b>	<b>\$ (361,839)</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Facility Improvements (WA2302)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	230,000	235,030	5,030
<b>Total</b>	<b>\$ 230,000</b>	<b>\$ 235,030</b>	<b>\$ 5,030</b>
Expenses			
451-0000-605.90-03 Improvements	220,500	225,530	5,030
<b>Total</b>	<b>\$ 220,500</b>	<b>\$ 225,530</b>	<b>\$ 5,030</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Waterline Improvements (WA2400)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	850,000	1,034,574	184,574
<b>Total</b>	<b>\$ 850,000</b>	<b>\$ 1,034,574</b>	<b>\$ 184,574</b>
Expenses			
451-0000-605.90-23 New Meters	131,014	152,245	21,231
451-0000-605.90-24 Replacement Meters	150,000	164,291	14,291
451-0000-605.90-25 Replacement Dist. Lines	525,000	674,052	149,052
<b>Total</b>	<b>\$ 806,014</b>	<b>\$ 990,588</b>	<b>\$ 184,574</b>
Change in Project Fund Balance			\$ -

<b>Fund 451: Water Project Fund Water Line Improvement (WA2501)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
451-0000-391.45-00 Operating Transfers	875,000	1,172,039	297,039
<b>Total</b>	<b>\$ 875,000</b>	<b>\$ 1,172,039</b>	<b>\$ 297,039</b>
Expenses			
451-0000-605.90-23 New Meters	100,000	129,556	29,556
451-0000-605.90-24 Replacement Meters	227,343	228,940	1,597
451-0000-605.90-25 Replacement Dist. Lines	500,000	765,886	265,886
<b>Total</b>	<b>\$ 827,343</b>	<b>\$ 1,124,382</b>	<b>\$ 297,039</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund Sewer Evaluation (SW2207)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.42-00 From Sewer Fund	363,000	338,789	(24,211)
452-0000-391.05-69 GO Bond Series 2021	123,296	118,336	(4,960)
<b>Total</b>	<b>\$ 486,296</b>	<b>\$ 457,125</b>	<b>\$ (29,171)</b>
Expenses			
452-0000-606.20-23 Arch//Eng/Landscaping	486,296	457,125	(29,171)
<b>Total</b>	<b>\$ 486,296</b>	<b>\$ 457,125</b>	<b>\$ (29,171)</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund FY25 Ridgefield's Sewer Rehab (SW2412)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.42-00 From Sewer Fund	1,000,000	741,000	(259,000)
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 741,000</b>	<b>\$ (259,000)</b>
Expenses			
452-0000-606.20-23 Arch//Eng/Landscaping	100,000	91,000	(9,000)
452-0000-606.90-03 Improvements	900,000	650,000	(250,000)
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 741,000</b>	<b>\$ (259,000)</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund Collection System Upgrades (SW2409)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.05-69 Series 2021 GO Bonds	685,618	555,410	(130,208)
<b>Total</b>	<b>\$ 685,618</b>	<b>\$ 555,410</b>	<b>\$ (130,208)</b>
Expenses			
452-0000-606.20-23 Arch//Eng/Landscaping	100,000	99,944	(56)
452-0000-606.90-03 Improvements	900,000	769,848	(130,152)
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 869,792</b>	<b>\$ (130,208)</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund Sewer Line Improvements (SW2501)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.42-00 From Sewer Fund	270,000	227,896	(42,104)
<b>Total</b>	<b>\$ 270,000</b>	<b>\$ 227,896</b>	<b>\$ (42,104)</b>
Expenses			
452-0000-606.90-28 Sewer Improvements	215,000	172,896	(42,104)
<b>Total</b>	<b>\$ 215,000</b>	<b>\$ 172,896</b>	<b>\$ (42,104)</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund Hydro Excavator Truck (SW2504)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.42-00 From Sewer Fund	8,515	-	(8,515)
<b>Total</b>	<b>\$ 8,515</b>	<b>\$ -</b>	<b>\$ (8,515)</b>
Expenses			
452-0000-606.90-03 Improvements	8,515	-	(8,515)
<b>Total</b>	<b>\$ 8,515</b>	<b>\$ -</b>	<b>\$ (8,515)</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund Sewer Line Improvements (SW2401)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.42-00 From Sewer Fund	265,000	289,659	24,659
<b>Total</b>	<b>\$ 265,000</b>	<b>\$ 289,659</b>	<b>\$ 24,659</b>
Expenses			
452-0000-606.90-28 Sewer Improvements	215,000	239,659	24,659
<b>Total</b>	<b>\$ 215,000</b>	<b>\$ 239,659</b>	<b>\$ 24,659</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund Lift Stations (SW2500)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.42-00 From Sewer Fund	375,000	408,034	33,034
<b>Total</b>	<b>\$ 375,000</b>	<b>\$ 408,034</b>	<b>\$ 33,034</b>
Expenses			
452-0000-606.90-19 Pump Stations	375,000	408,034	33,034
<b>Total</b>	<b>\$ 375,000</b>	<b>\$ 408,034</b>	<b>\$ 33,034</b>
Change in Project Fund Balance			\$ -

<b>Fund 452: Sewer Project Fund FY26 Sewer Lining (SW2604)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
452-0000-391.05-69 Series 2021 GO Bonds	-	135,168	135,168
452-0000-391.42-00 From Sewer Fund	1,000,000	1,276,137	276,137
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 1,411,305</b>	<b>\$ 411,305</b>
Expenses			
452-0000-606.20-23 Arch//Eng/Landscaping	-	160,000	160,000
452-0000-606.90-03 Improvements	1,000,000	1,251,305	251,305
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 1,411,305</b>	<b>\$ 411,305</b>
Change in Project Fund Balance			\$ -

<b>Fund 411: Water Fund</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
411-0000-392.01-00 Fund Balance Appropriations	134,009	538,243	404,234
<b>Total</b>	<b>\$ 134,009</b>	<b>\$ 538,243</b>	<b>\$ 404,234</b>
Expenses			
411-6996-696.76-01 To Water Project Fund	3,126,301	3,530,535	404,234
<b>Total</b>	<b>\$ 3,126,301</b>	<b>\$ 3,530,535</b>	<b>\$ 404,234</b>
Change in Project Fund Balance			\$ -

<b>Fund 616: Senior Citizens Advisory Board</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
616-0000-392.01-00 Fund Balance Appropriations	117,461	142,088	24,627
<b>Total</b>	<b>\$ 117,461</b>	<b>\$ 142,088</b>	<b>\$ 24,627</b>
Expenses			
616-4804-481.70-35 To Gen Proj- Special Revenue	116,061	140,688	24,627
<b>Total</b>	<b>\$ 116,061</b>	<b>\$ 140,688</b>	<b>\$ 24,627</b>
Change in Project Fund Balance			\$ -

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.

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PAUL W. MONTGOMERY, 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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance for General Fund FY26**

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

Action Form No.: AF-41-2026  
 Work Session: February 16, 2026  
 First Reading: February 17, 2026

**Final Adoption: April 7, 2026**  
 Staff Work By: Wilson  
 Presentation By: McCartt

**Strategic Focus Area: 1. Efficient & Responsive Government**

**Recommendation:**

Approve the Budget Ordinance

**Executive Summary:**

Petworks has requested funding in the amount of \$150,000 to cover operational expenses for the remainder of FY26. If approved, the General Fund would be amended by reallocating funds to support this request. In FY25, following a mid-year budget amendment, the total operating dollars provided by the City to Petworks was \$550,000. If approved, the total amount funded to Petworks in FY26 would also equal \$550,000.

Final approval should be contingent upon Petworks providing to the City Manager the following items: charitable organization status with the state of Tennessee, status of authority to conduct business under the Tennessee Secretary of State, copies of their most recent monthly financial statements, copies of their most recent audited financial statements, and their most recent 990.

Prior to approval of funding for FY27, according to the direction of the BMA from the worksession on 2/16/2026, the City Manager will review the following items with the Petworks Board: current business plan, fundraising strategy, industry best practices, policy and procedures, marketing and communications, and future reporting requirements to the BMA.

**Attachments:**

- 1. 1. Budget Ordinance

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

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE  
 AMENDING THE 2025-2026 FISCAL YEAR BUDGET AMENDMENT**

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance Number 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated*, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance # 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
<b>Appropriations:</b>			
Administration			
110-1005-405.80-51 Subsidies SBK	\$ 400,000	\$ 550,000	\$ 150,000
Community Services			
110-4024-462.10-19 Request for New Position	96,946	6,946	(90,000)
Misc. Government Services			
110-4890-901.60-01 Future Appropriations	102,841	42,841	(60,000)
<b>Total</b>	<b>\$ 599,787</b>	<b>\$ 599,787</b>	<b>\$ -</b>

<b>Change in Fund Balance</b>	\$	-	\$	-	\$	-
<b>Beginning Fund Balance</b>		26,437,728		26,437,728		
<b>Ending Fund Balance</b>	\$	<b>26,437,728</b>	\$	<b>26,437,728</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.

\_\_\_\_\_  
 PAUL W. MONTGOMERY, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for Various Funds in FY2026**

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

Action Form No.: AF-47-2026  
Work Session: March 16, 2026  
First Reading: March 17, 2026  
Final Adoption: **April 7, 2026**  
Staff Work By: Wilson  
Presentation By: McCartt

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**Strategic Focus Area: 1. Efficient & Responsive Government**

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**Recommendation:**

Approve the Budget Ordinance

**Executive Summary:**

If approved, \$85,000 will be transferred in the General Fund, \$85,000 will be appropriated from the Fund Balance to be used for the purchase of new ladder truck equipment for the Kingsport Fire Department.

The Allandale Trust Fund be amended by appropriating \$40,000 from the Fund Balance to cover Brown House repairs at the Allandale Mansion.

The General Projects Fund be amended by accepting Energy Efficiency and Conservation Block Grant program funds from the Department of Energy in the amount of \$121,880 into the Hi Mast LED project (GP2514) to replace several existing street light modules with high-efficiency LED bulbs, and by transferring \$73,529 from the Hi Mast LED project (GP2514) to the Border Reg Rd Improvements project (GP1228).

**Attachments:**

- 1. Budget Ordinance

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

Item X2.

**AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE  
AMENDING THE 2025-2026 FISCAL YEAR BUDGET AMENDMENT**

WHEREAS, the City adopted the fiscal year 2025-2026 budget by passage of Ordinance Number 7208; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated*, section 6-56-209, the Mayor and Board of Mayor and Aldermen have the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and

WHEREAS, expenses and revenues are anticipated to vary from original budgeted amounts; and

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

SECTION I: Ordinance # 7208 is hereby amended increasing(decreasing) the fiscal year 2025-2026 budget as follows:

General Fund	Original FY 2026 Budget	FY 2026 Estimated	Proposed Amendment
<b>Appropriations:</b>			
Revenues			
	-	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Expenses			
110-3501-451.90-06 PURCHASES \$5,000 & OVER	30,000	115,000	85,000
<b>Total</b>	<b>\$ 30,000</b>	<b>\$ 115,000</b>	<b>\$ 85,000</b>
Change in Fund Balance			\$ (85,000)

<b>Allandale Trust Fund</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues	-	-	-
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Expenses			
620-4506-471.90-06 PURCHASES \$5,000 & OVER	\$ 7,000	\$ 47,000	\$ 40,000
<b>Total</b>	<b>\$ 7,000</b>	<b>\$ 47,000</b>	<b>\$ 40,000</b>
Change in Fund Balance			\$ (40,000)

<b>General Projects-Special Revenue Fund: 311 Hi Mast LED (GP2514)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
311-0000-331.55-59 U.S. DEPART OF ENERGY / EECBG	-	121,880	121,880
311-0000-332.10-15 BORDER REGIONS ALLOCATION	73,529	-	(73,529)
<b>Total</b>	<b>\$ 73,529</b>	<b>\$ 121,880</b>	<b>\$ 48,351</b>
Expenses			
311-0000-601.90-03 CAPITAL OUTLAY / IMPROVEMENTS	73,529	121,880	48,351
<b>Total</b>	<b>\$ 73,529</b>	<b>\$ 121,880</b>	<b>\$ 48,351</b>
Change in Project Fund Balance			\$ -

<b>General Projects-Special Revenue Fund: 311 Border Reg Rd Improvements (GP1228)</b>	<b>Original FY 2026 Budget</b>	<b>FY 2026 Estimated</b>	<b>Proposed Amendment</b>
<b>Appropriations:</b>			
Revenues			
311-0000-332.10-15 BORDER REGIONS ALLOCATION	1,731,729	1,805,258	73,529
<b>Total</b>	<b>\$ 1,731,729</b>	<b>\$ 1,805,258</b>	<b>\$ 73,529</b>
Expenses			
311-0000-601.90-03 CAPITAL OUTLAY / IMPROVEMENTS	1,585,501	1,659,030	73,529
<b>Total</b>	<b>\$ 1,585,501</b>	<b>\$ 1,659,030</b>	<b>\$ 73,529</b>
Change in Project Fund Balance			\$ -

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.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

**Consideration of an Ordinance to Amend Zoning of Tax Map 120, Parcel 02.20, Located along Eastern Star Road from the M-1R, Light Manufacturing Restricted District to R-3, Low Density Apartment District.**

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

Action Form No.: AF-50-2026  
Work Session: March 16, 2026  
First Reading: March 17, 2026  
Final Adoption: April 7, 2026  
Staff Work By: J. McMurray  
Presentation By: Jessica McMurray

**Strategic Focus Area: 5. Thriving Local Economy**

**Recommendation:**  
Approve Ordinance

**Executive Summary:**

If approved, this owner-initiated request would **rezone approximately 1.26 acres along Eastern Star Road from the M-1R, Light Manufacturing Restricted District to the R-3, Low Density Apartment District.**

During their February 2026 regular meeting, the Kingsport Regional Planning Commission **voted to send a positive recommendation** to the Board of Mayor and Aldermen by a vote of 7-0.

**The purpose of the rezoning request is to allow subdivision of the property to permit construction of an additional single-family home.** The property currently contains an existing nonconforming single-family structure.

The proposed rezoning from M-1R to R-3 would permit a lower-intensity residential use that is compatible with surrounding development and provides an appropriate transition from more intensive zoning districts. The change reduces the potential for land-use conflicts and is supported by the presence of an existing single-family home on the property.

Supporting documentation, including standards of review and potential uses within the R-3 zone, is provided in the supplementary information.

**No opposition was received to this item.**

The notice of public hearing was published on February 24, 2026.

**Attachments:**  
1. Zoning Ordinance

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

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG EASTERN STAR ROAD FROM THE M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT TO 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

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 Eastern Star Road from the M-1R, Light Manufacturing Restricted District to R-3, Low Density Apartment District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A 3/4" IRON ROD (OLD), SAID ROD LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF EASTERN STAR ROAD AND THE EASTERLY RIGHT OF WAY OF INTERSTATE 26. THENCE ALONG INTERSTATE 26 BY A CURVE TO THE LEFT HAVING A RADIUS 4242.56 FEET, AN ARC LENGTH 667.82 FEET AND A CHORD NORTH 05° 42' 45" EAST, A DISTANCE OF 667.13 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP, SAID ROD LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY OF FORDTOWN ROAD. THENCE ALONG FORDTOWN ROAD NORTH 62° 07' 27" EAST, A DISTANCE OF 119.09 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP, SAID ROD AT THE NORTHWESTERLY INTERSECTION OF FORDTOWN ROAD AND EASTERN STAR ROAD RIGHT OF WAYS. THENCE ALONG THE WESTERLY EASTERN STAR ROAD RIGHT OF WAY SOUTH 24° 28' 12" EAST, A DISTANCE OF 36.32 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP, SAID ROD BEING THE PC OF A CURVE TO THE RIGHT. THENCE ALONG SAID CURVE HAVING A RADIUS 297.03 FEET, AN ARC LENGTH 215.19 AND A CHORD SOUTH 00° 08' 18" WEST, A DISTANCE OF 210.51 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP. THENCE SOUTH 40° 13' 42" WEST, A DISTANCE OF 60.06 FEET TO A 3/4" IRON ROD (OLD). THENCE SOUTH 12° 26' 12" WEST, A DISTANCE OF 101.22 FEET TO A 3/4" IRON ROD (OLD). THENCE SOUTH 20° 53' 33" WEST, A DISTANCE OF 282.84 FEET TO A TYPE A HIGHWAY MONUMENT. THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS 1954.86 FEET, AN ARC LENGTH 71.42 FEET AND A CHORD SOUTH 20° 17' 14" WEST, A DISTANCE OF 71.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.269 ACRES, MORE OR LESS.

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

Each occurrence shall constitute a separate offense.

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

\_\_\_\_\_  
PAUL W. MONTGOMERY  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2026 General Purpose School Fund Budget**

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

Action Form No.: AF-56-2026  
Work Session: March 16, 2026  
First Reading: March 17, 2026  
Final Adoption: April 7, 2026  
Staff Work By: David Frye  
Presentation By: David Frye

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**Strategic Focus Area: World-Class Education**

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**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
If approved, \$4,500 will be appropriated from a donation from Ballad Health. These funds will be used to create a reset room at Adams Elementary School. The reset room will aid in positive mental health and stress reduction for staff and students.

The Board of Education also approved the transfer of \$124,500 from Technology Other Equipment to Technology Instructional Equipment to increase the funding required to purchase student Chromebooks

The Board of Education approved this budget amendment at their meeting on February 10, 2026.

**Attachments:**  
1. Ordinance

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

**PRE-FILED  
CITY RECORDER**

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Other Local Revenue by \$4,500. The expenditure budget will be amended by increasing the appropriations for Adams Non-Instructional Equipment by \$4,500. In addition, \$124,500 will be transferred from Technology Support Services – Other Equipment to Technology Instructional Equipment.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$	\$	\$
141-0000-369-4990 Other Local Revenue	369,884	4,500	374,384
<b><i>Totals</i></b>	<b>369,884</b>	<b>4,500</b>	<b>374,384</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
141-7612-871-0790 Adams – Non-Inst Equip	10,271	4,500	14,771
141-7161-711-0722 Technology – Inst Equip	705,495	124,500	829,995
141-7250-871-0790 Technology – Other Equip	1,281,110	(124,500)	1,156,610
<b><i>Totals</i></b>	<b>1,996,876</b>	<b>4,500</b>	<b>2,001,376</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.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

City of Kingsport, Tennessee, Ordinance No. \_\_\_\_\_, Page 1 of 1

Item X4.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2026 School General Purpose Fund Budget and the General Project Fund Budget**

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

Action Form No.: AF-63-2026  
Work Session: March 16, 2026  
First Reading: March 17, 2026  
Final Adoption: April 7, 2026  
Staff Work By: David Frye  
Presentation By: David Frye

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**Strategic Focus Area: World-Class Education**

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**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
If approved, the General Purpose School Fund budget will be increased by \$100,000 from Interest Earnings. These funds will be appropriated to fund Bank Service Charges and Technology purchases.

The General Project Fund budget will be amended by transferring \$350,000 of excess funding in the Washington HVAC Replacement project to fund the Robinson Fire Alarm Replacement project.

The Board of Education approved this budget amendment at their meeting on March 10, 2026.

**Attachments:**  
1. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET AND THE GENERAL PROJECTS FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. The General Purpose School Fund will be amended by increasing the estimated revenue for Interest Earnings by \$100,000. The expenditure budget will be amended by increasing the appropriations for Technology Equipment Purchases by \$34,500 and Board of Education – Other Charges by \$65,500. The General Project Fund budget will be amended by decreasing the appropriation for the Washington HVAC Replacement project by \$350,000 and transferring these funds to the Robinson Fire Alarm Replacement project.

**Fund 141: General Purpose School Fund**

<b><u>Revenues:</u></b>	\$	\$	\$	
141-0000-369-4110 Interest Earnings	0		100,000	100,000
<b><i>Total:</i></b>	<b>0</b>		<b>100,000</b>	<b>100,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$	
141-7250-785-0790 Technology – Other Equip	829,995		34,500	864,495
141-7250-791-0599 Board of Ed – Other Charges	5,000		65,500	70,500
<b><i>Total:</i></b>	<b>834,995</b>		<b>100,000</b>	<b>934,995</b>

**Washington HVAC Replacement (GP2512)**

<b><u>Revenues:</u></b>	\$	\$	\$	
311-0000-391-2100 Transfer from School Fund	2,915,000		(350,000)	2,565,000
<b><i>Total:</i></b>	<b>2,915,000</b>		<b>(350,000)</b>	<b>2,565,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$	
311-0000-601-2022 Construction Contracts	2,650,000		(350,000)	2,300,000
<b><i>Total:</i></b>	<b>2,650,000</b>		<b>(350,000)</b>	<b>2,300,000</b>

**Robinson Fire Alarm Replacement (GP2602)**

<b><u>Revenues:</u></b>	\$	\$	\$	
311-0000-391-2100 Transfer from School Fund	50,000		350,000	400,000
<b><i>Total:</i></b>	<b>50,000</b>		<b>350,000</b>	<b>400,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$	
311-0000-601-2022 Construction Contracts	0		350,000	350,000
<b><i>Total:</i></b>	<b>0</b>		<b>350,000</b>	<b>350,000</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.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Renewing the Contract for Concession Food Service Distributor for the Kingsport Aquatic Center with the H.T. Hackney Company**

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

Action Form No.: AF-60-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Wendy Terrazzas  
Presentation By: Michael Borders

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**Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, the City will renew the contract with H.T. Hackney Company as the vendor for the concession items at the Kingsport Aquatic Center for a period of one year.

H.T. Hackney was awarded the contract for concession vending in 2017 and again in 2022 through an RFP process. The RFP allows for annual renewals contingent upon satisfactory performance in the prior term.

Staff is recommending renewing the contract with H.T. Hackney Company for a period of one (1) year for various concession items & equipment at the Kingsport Aquatic Center.

Concession items will be ordered on an as-needed basis by the city. The contract will be awarded for one (1) year with an option to renew annually providing all terms, conditions, and costs are acceptable to both parties. The city reserves the right to rebid at the end of any contract period.

In the last fiscal year, the concessions stand brought in approximately \$275,000 in revenue and netted approximately \$75,000 on a cash basis.

Funding is identified in Account #419-5022-507-31.90

**Attachments:**

Resolution

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

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

A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSFORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 15, 2017, the board approved the proposal of H.T. Hackney Company as the Concession Food Service Distributor at the Kingsport Aquatic Center (Resolution No. 2017-208); and

WHEREAS, the request for proposal permitted annual renewals so long as the terms of the renewal were acceptable to the city; and

WHEREAS, staff recommends renewing the proposal for the period of one year; and

WHEREAS, concession items will be ordered on an as needed basis, and funding is identified in account # 419-5022-507-31.90.

Now therefore,

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

SECTION I. That the renewal of the proposal with H.T. Hackney Company as the Kingsport Aquatic Center concession food service distributor for a period of one year, is approved, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid for Mowing at Tanks, Pump Houses, & Lift Stations**

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

Action Form No.: AF-82-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Committee  
Presentation By: R. McReynolds

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, this resolution authorizes the City to issue a purchase order for mowing at tanks, pump houses, and lift stations to CHB Site Solutions for the estimated annual cost of \$67,970.00.

Requests for proposals with pricing were received on February 19, 2026. After evaluation of the proposals, it is the recommendation of the committee to award to CHB Site Solutions. CHB Site Solutions submitted a responsive and responsible proposal that meets the specifications and requirements outlined in the solicitation. To account for uncertainty in fuel costs, the contract will allow for periodic adjustments based on changes in a standard fuel price index. Adjustments will occur only if prices rise or fall beyond a set amount, ensuring fairness to both the City and the contractor.

Funding is available in various accounts.

**Attachments:**

- 1. Resolution
- 2. Bid Minutes
- 3. Mowing Locations

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDDING THE PROPOSAL FOR MOWING AT TANKS, PUMP HOUSES AND LIFT STATIONS TO CHB SOLUTIONS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, responses to a request for proposals were opened February 19, 2026 for the mowing at tanks, pump houses, and lift stations; and

WHEREAS, upon review of the proposals, the board finds CHB Site Solutions is the lowest responsible compliant respondent 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 an agreement with CHB Site Solutions at an estimated cost of \$67,970.00; and

WHEREAS, funding is available and identified in various city accounts.

Now therefore,

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

SECTION I. That the proposal for the mowing at tanks, pump houses, and lift stations, at an estimated cost of \$67,970.00 is awarded to CHB Site Solutions.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with CHB Site Solutions for mowing at tanks, pump houses, and lift stations at an estimated cost of \$67,970.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

Item XI2.

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RODNEY B. ROWLETT, III, CITY ATTORNEY

*Item X12.*

BID OPENING  
MINUTES  
February 19, 2026  
4:00 P.M.

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

The Bid Opening was held in the Conference Room 436, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

RFP for Mowing at Tanks, Pump Houses & Lift Stations
Vendor:
CHB Site Solutions
Champion Lawncare Solutions
All Star Lawn Services
Thomas Quality Lawn Care
O'Connor Group LLP
Hall Landscaping
Clines Lawn Care
Southeast Mowing LLC

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



LOCATION	FREQUENCY	COST
Gary Wade – 205 Rock Springs Rd	Every 2 Weeks	50
Hilton Street – 394 Rock Springs Rd	Every 2 Weeks	50
Shekinah – 396 Glory Rd	Every 2 Weeks	50
Sullivan Street – 1219 E. Sullivan Street	Every 2 Weeks	50
Thornton – 3025 Fort Henry Drive	Every 2 Weeks	50
Tri Cities Crossing – 2000 Tri Cities Crossing	Every 2 Weeks	50
Woodhaven – 6089 Havenmoore Drive	Every 2 Weeks	50
Sewer Plant Mini Storage	Every 2 Weeks	75
605 Bays Cove Trail	Every 2 Weeks	75
3810 Hemlock Park Drive	Every 2 Weeks	50
4042 Lakota Place	Every 2 Weeks	50
3808 Lochwood Rd	Every 2 Weeks	50
2311 Millye St	Every 2 Weeks	50
2420 Pendragon	Every 2 Weeks	50
661 Lovedale Drive	2 x Month	50

City of Kingsport – Procurement Department  
 415 Broad Street, Kingsport, TN 37660  
 Phone – (423) 229-9419 Fax – (423) 224-2433

Item XI2.

**Contracted Mowing Locations 2026**

Note: Vendor to mow/trim outside fence approximately 2 ft at all tanks and pump houses

<b>INSIDE CITY – WATER</b>				
<b>LOCATION</b>	<b>ESTIMATED TIME INVOLVED</b>	<b>FREQUENCY</b>	<b>ESTIMATED SIZE</b>	<b>COST PER MOWING &amp; TRIMMING</b>
Allandale Pumphouse 596 Lewis Lane	30 Min.	Every 2 Weeks	.1 Acre	45
Cemetery Hill Tank adjacent to 909 Clarke Circle	2.5 Hrs.	Every 2 Weeks	.45 Acre	100
Hiara Heights Tank 1056 Starling Drive	45 Min.	Every 2 Weeks	.1 Acre	45
Highpoint Tank 1004 Dixieland Drive	1.5 Hrs.	Every 2 Weeks	.2 Acre	75
Hillcrest Pumphouse & Tank 3806 Summit Drive	2 Hours	Every 2 Weeks	.3 Acre	75
Huntington Hills Pumphouse 2025 Birchwood Road	40 Min.	Every 2 Weeks	.1 Acre	40
Huntington Hills Tank Burke Road	40 Min.	1 x Month	.1 Acre + 300 Yds. of Driveway to Bushhog	200
Ridgecrest Tank 1261 Ridgecrest Ave.	45 Min.	Every 2 Weeks	.2 Acre	45
116 Thomas Street	1 Hr.	Every 2 Weeks	.1 Acre	60
Sam's Tank 224 Browder Road	1 Hr.	Every 2 Weeks	.2 Acre	60
University Tank 596 Lewis Lane	45 Min.	Every 2 Weeks	.2 Acre	40
West View Pumphouse & Tank 1408 Fairview Ave	1 Hr.	Every 2 Weeks	.7 Acre – Includes Area to Right of Driveway	60
Allandale Tank University Blvd.	1 Hr.	1 x Month	.4 Acre	60
Skyland Drive Tank 4015 Skyland Drive	1.5 Hrs.	Every 2 Weeks	.1 Acre	60
3501 West Virginia Ave	30 Min	Every 2 Weeks	.1 Acre	45
River Pump Station 1697 N. John B. Dennis Hwy.	1.5 Hrs.	1 x Month	.1 Acre + 1500' of Right of Way	200
Bays Mountain Tank off of I26 northbound lane	1.5 Hrs.	1 x Month	1 Acre	200

OUTSIDE CITY – WATER				
LOCATION	ESTIMATED TIME INVOLVED	FREQUENCY	ESTIMATED SIZE	COST PER MOWING & TRIMMING
Central Tank 380 Buena Vista Drive	30 Min.	4 x Year	.1 Acre	50
Colonial View Pumphouse 601 Moreland Drive	40 Min.	Every 2 Weeks	.1 Acre	45
Colonial View Tank 2336 Colonial View Drive	2 Hrs.	Every 2 Weeks	.3 Acre	75
Double Springs Pumphouse 284 Rock Springs Valley Road	45 Min.	Every 2 Weeks	.1 Acre	50
Easley Estates Tank 282 Burning Trail	30 Min.	4 x Year	.1 Acre	50
Edens View Tank (New) 4885 Edens View Road	1 Hr.	Every 2 Weeks	.1 Acre	60
Edens Ridge Tank 413 Stage Road	45 Min.	1 x Month	.1 Acre	60
339 Mockingbird LN	30 Min.	Every 2 Weeks	.1 Acre	50
Walnut Lane Pumphouse 1440 Fordtown Road	40 Min.	Every 2 Weeks	.1 Acre	50
401 Hidden Acres	15 Min.	Every 2 Weeks	.1 Acre	50
Eastern Star Pump Station 1246 Fordtown Road	30 Min.	Every 2 Weeks	.3 Acre	50
Fordtown Tank 390 Fordtown Rd. (Sullivan Co.)	2 Hrs.	4 x Year	1 Acre + 200 Yds. To Bushhog	200
365 Barnett Dr	30 min.	Every 2 Weeks	.1 Acre	50
Sam's Pumphouse 253 Pearl Lane	1 Hr.	Every 2 Weeks	.1 Acre	60
Shipp Springs Pumphouse 124 Shipp Springs Road	1 Hr.	Every 2 Weeks	.2 Acre	50
103 Townsend Rd	30 Min.	Every 2 Weeks		50
Woods Way Pumphouse – 5101 Woodsway	2.5 Hrs.	Every 2 Weeks	.45 Acre	75
Tri-Co. Pumphouse Across from 3800 Reservoir Road	15 Min.	Every 2 Weeks	.1 Acre	45
Tri-Co. Tank 318 Big Ridge Road	40 Min.	4 x Year	.1 Acre + Bushhog the Driveway	175

Easley Pump House – 235 Shady View Rd	1.5 Hr.	Every 2 Weeks	.4 Acre	100
Walnut Lane Tank 200 Walnut Lane	1 Hr.	4 x Year	.2 Acre	100
Eastern Star Cox Hollow Road	1.5 Hr.	1 x Month	.2 Acre +2000' Right of Way	200
Double Springs Tank 1761 Mill Creek Road	2 Hrs.	Every 2 Weeks	.4 Acre	100

**INSIDE CITY LIFT STATION AREAS – SEWER**

LOCATION	ESTIMATED TIME INVOLVED	FREQUENCY	ESTIMATED SIZE	COST PER MOWING & TRIMMING
Lewis Lane - 665	30 Min.	2 x Month	20' x 20'	40
Bays Cove – 3545 Netherland Inn	30 Min.	2 x Month	20' x 25'	50
Rex's – 110 Hillandale Drive	1 Hr.	2 x Month	10' x 15'	40
Baysmont – 102 Netherland Lane	20 Min.	2 x Month	10' x 10'	40
Riverport Road – 300	30 Min.	2 x Month	10' x 20'	40
Fairview – 1204	30 Min.	2 x Month	75' x 30'	50
Orebank – 5738 Chestnut Hills	30 Min.	2 x Month	10' x 10'	40
Ava – 844	20 Min.	2 x Month	20' x 20'	40
Warrior – 248 Warrior Dr.	20 Min.	2 x Month	20' x 20'	40
Anco Place Trailor Court	10 Min.	2 x Month	10' x 10'	40
Sam's – 1014 Jericho Dr	30 Min.	2 x Month	25' x 50'	40


**OUTSIDE CITY LIFT STATION AREAS – SEWER**

LOCATION	ESTIMATED TIME INVOLVED	FREQUENCY	ESTIMATED SIZE	COST PER MOWING & TRIMMING
Rocky Branch – 1418 Childress Ferry Rd	30 Min.	Every 2 Weeks	40' x 40'	40
Oldmill Court – 135	30 Min.	Every 2 Weeks	.5 Acre	75
Moreland Drive – 500 Rock Springs Rd	30 Min.	Every 2 Weeks	30' x 30'	40

LOCATION	FREQUENCY	COST PER MOWING & TRIMMING
Sewer Plant Bank	Every 2 Weeks	75
Brightwood – 4511 Brightwood Lane	Every 2 Weeks	50
Cracker Barrell – 2748 Rock	Every 2 Weeks	60

Item X12.

Springs Rd		
Double Springs – 2748 Rock Springs Rd	Every 2 Weeks	60
Droke Farms – 680 Lebanon Rd	Every 2 Weeks	60

Vendor Name: CHB Site Solutions  
Telephone Number: 423-914-3177  
Email Address: Chbsitesolutions@gmail.com  
Contact Person: Zac Blaylock  
Signature: 



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Agreement with LDA Engineering to Provide Engineering Services for Lakeside (SLS 325) & Lakecrest (SLS 323) Replacement**

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

Action Form No.: AF-78-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: W. Stallard  
Presentation By: R. McReynolds

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved, the City would enter into an agreement with LDA Engineering for \$190,000.00 to provide engineering services for the replacement of Lakeside (SLS 325) and Lakecrest (SLS 323) sewer lift stations.

The City owns and operates 101 sewer lifts stations. The life expectancy of these stations is between 20 and 25 years before major repairs or replacement are required. These stations, installed in the 80's, have reached the end of their useful lives and have become a maintenance issue for the City. As the current infrastructure ages, stations need to be replaced due to age, condition or insufficient capacity.

To ensure that the Lakeside and Lakecrest sewer lift stations continue to serve their communities, city staff recommends entering into an agreement with LDA Engineering for \$190,000, as outlined in the attached proposal.

Project funding will reside in the Sewer Fund Professional/Consultant 412-5001-501.20-20.

**Attachments:**

- 1. Resolution
- 2. LDA Proposal
- 3. Location Map
- 4. Pictures

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH LDA ENGINEERING FOR ENGINEERING SERVICES FOR THE REPLACEMENT OF THE LAKESIDE AND LAKECREST LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Lakeside and Lakecrest sewer lift station were originally constructed in 1980's and have since had condition and capacity concerns; and

WHEREAS, the city would like to enter into an agreement for the replacement of the Lakeside and Lakecrest sewer lift stations in the amount of \$190,000.00.

WHEREAS, project funding will reside in 412-5001-501.20-20.

Now therefore,

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

SECTION I. That an agreement with LED Engineering for replacement station for the Pendragon Sanitary Lift Station, 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, for the replacement of the Lakeside and Lakecrest sewer lift stations in the amount of \$190,000.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 7th day of April, 2026.

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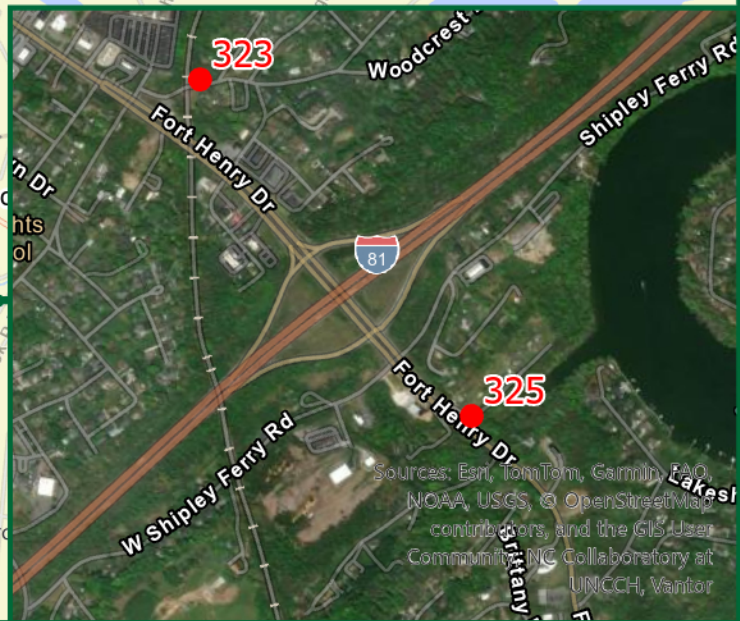
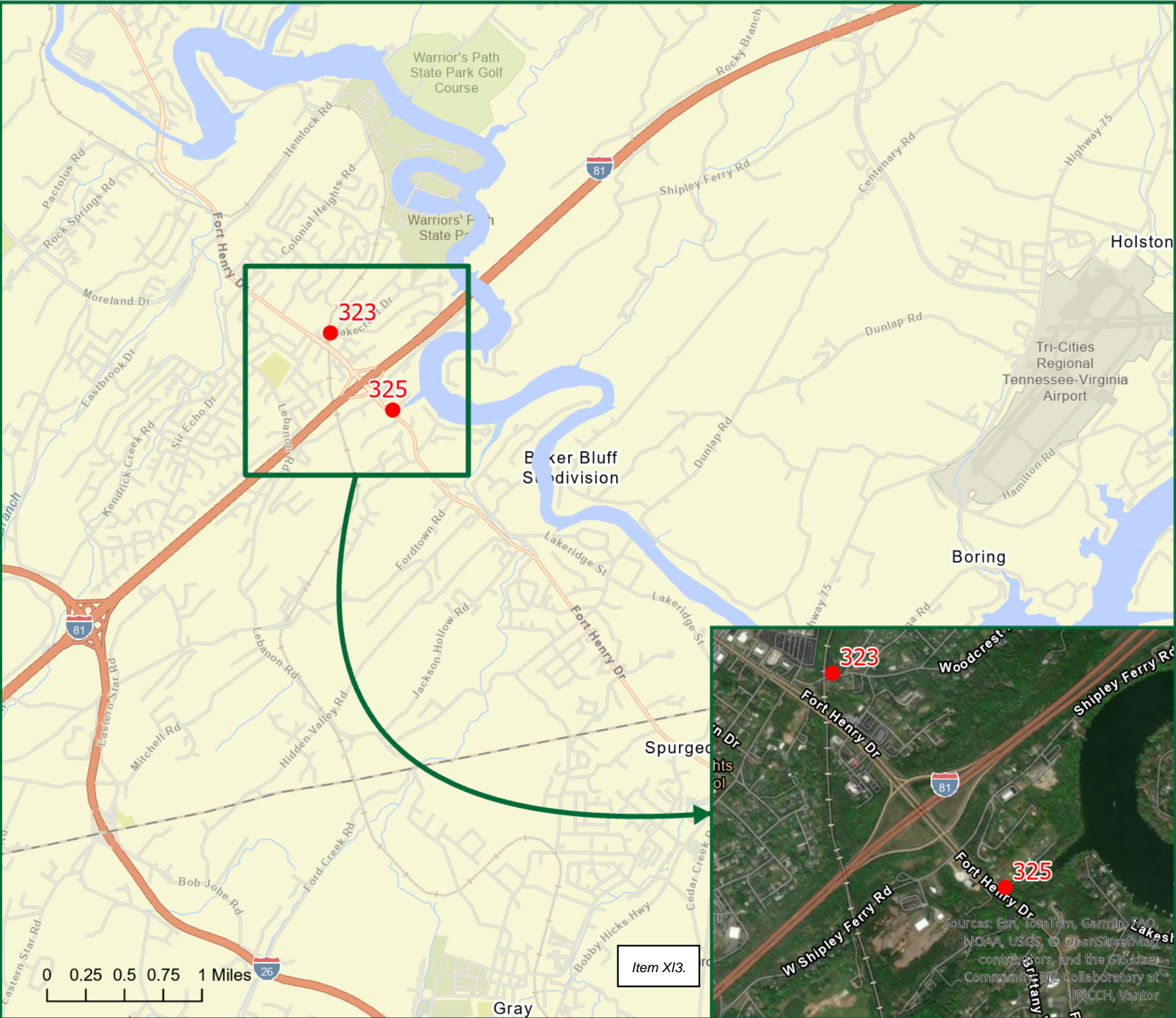
PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY



**Project Location Map**  
**Sewer Lift Station 323 and 325 Replacement**  
**City of Kingsport**



LDA ENGINEERING

March 13, 2026

Ms. Niki Ensor  
Utilities Director  
City of Kingsport  
1113 Konnarock Road  
Kingsport, TN 37660

RE: Proposal for Professional Engineering Services  
Sanitary Sewer Lift Station Design  
Lakeside Lift Station (325) & Lakecrest Lift Station (323)

Dear Ms. Ensor,

LDA Engineering is pleased to submit our proposal to provide consulting engineering services related to the referenced project.

This proposal includes the engineering design, permitting, and bidding assistance for replacement of two lift stations: #325 (Lakeside) and Station #323 (Lakecrest).

### PROJECT DESCRIPTION

We understand these stations have been recommended for replacement by others based on their age, operating condition, and future basin growth. While a site visit has not been performed with maintenance staff, the project was discussed by the City of Kingsport and LDA Engineering. The existing stations are Smith and Loveless vacuum prime stations. The Lakeside lift station is located within the public ROW off Lakeside Lane and the Lakecrest lift station is located within the public ROW off Lakecrest Drive. The project consists of the design of a new lift station and appurtenances at each of the two existing station locations. Some items may be selected for re-use or rehabilitation, such as the wet wells.

The proposed stations are anticipated to be Gorman-Rupp self-priming stations. However, we will work with department staff to identify if a submersible station may be desired. We understand the station flow capacities will be provided by others. LDA will provide 30-, 60-, & 90% designs for review. LDA will prepare final documents for permitting and construction and assist the City in obtaining bids. We anticipate these two stations will be advertised for construction under one contract.

4718 Lake Park Drive, Suite 4, Johnson City, Tennessee 37615. 865-250-9986

[LDAEngineering.com](http://LDAEngineering.com)

Item X13.

LDA proposes to perform the following scope of services:

### Task 1 Engineering Design

#### **Data Collection & Preliminary Design Phase**

- LDA will perform topographic surveys of the stations, including property boundaries, establish survey control points, develop base mapping, and attempt to identify all existing utility locations. LDA will conduct a field survey on the existing adjacent gravity sewer mains draining to the stations as needed for station design.
- We understand a study of the sewer basins has been conducted by others and will serve as the basis of design. We understand the proposed station firm capacity will be provided by others.
- LDA will meet with City staff to review the 30% engineering drawings. The 30% deliverables will also include equipment lists and a preliminary cost estimate.

#### **Detailed Design Phase**

- Once feedback is received on the 30% plans, detailed design of the new stations will be provided, including pumping equipment, E&I/C, odor control tank and controls, yard piping, site layout and access, fencing, and lighting.
- Electrical design and specifications will be prepared for the stations and sites, including coordination with the power utility for rerouting, pull boxes, conduit, generator selection, and interconnection details.
- Geotechnical exploration and foundation system design are not included in this scope of services, as we anticipate that the existing wetwells can be reused. If these services are required, we will provide an amendment for your review.
- All critical equipment will be designed a minimum of one foot above the 100-year flood elevation.
- Construction specifications and contract documents will be prepared for use in obtaining bids.
- Design calculations will be prepared, based on information provided by others, to determine pump and motor requirements.
- LDA will submit design documents to TDEC for review.

### Task 2 Bidding Phase Services

As a part of bidding phase services, LDA proposes to:

- Distribute Contract Documents to local plan rooms and prospective bidders.
- Answer questions submitted during the bidding phase.
- Lead a pre-bid conference and distribute minutes.
- Prepare addenda, as necessary.
- Attend the bid opening, prepare a bid tabulation and provide an award recommendation, and prepare final Contract documents.

### **CLIENT RESPONSIBILITY**

The City will provide the following:

1. Record Drawings, pump data sheets, and other available information on the existing lift stations.
2. Property information relative to City owned sites/easements for the existing stations.
3. Information regarding SCADA points to be monitored on the lift stations.
4. Any required permit fees will be paid by the City

### **EXCLUDED SERVICES**

Although not a complete list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded from this scope:

- NEPA
- Structural design
- Geotechnical Exploration and Design.
- Stormwater / Flood mapping / FEMA permitting.
- Construction Administration
- Resident Project Representative Services

If additional services are needed, an amendment or separate proposal will be prepared.

March 13, 2026  
Proposal for Professional Engineering Services  
City of Kingsport

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**PROJECT FEES**

LDA Engineering will provide the services described herein for the following fee:

Task 1 – Engineering Design	\$ 178,000.00	Hourly, Not-to-Exceed
Task 2 – Bidding Phase Services	\$ 12,000.00	Lump Sum

Hourly tasks will be billed monthly using our 2023 Billing Rates. A 4-month design timeline (pending feedback from regulators) is estimated.

LDA Engineering is pleased to have the opportunity to be of further service to the City of Kingsport. We are prepared to begin this project immediately upon your authorization to proceed.

Sincerely,

*Reuben Robertson*

Reuben Robertson, P.E.

Proposal Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Sewer Lift Station #323 – Lakecrest Drive



Sewer Lift Station # 325 Lakeside Lane





**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Agreement with Barge Design Solutions to Provide Bidding and Construction Services for the Reedy Creek Trunk Sewer Replacement Project (Lovedale to Clinchfield)**

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

Action Form No.: AF-79-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: W. Stallard  
Presentation By: R. McReynolds

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, this resolution would authorize an agreement with Barge Design Solutions for \$276,000.00 to provide Bidding and Construction Services for the Reedy Creek Trunk Sewer Replacement Project (Lovedale to Clinchfield).

The Reedy Creek Trunk Sewer Replacement project is a culmination of efforts to carry out key aspects of the Wastewater System Master Plan developed in 2009. The entire project includes approximately 21,000 linear feet of 36" sewer line replacement beginning at Lovedale Drive and ending near the west side of John B. Dennis Highway (SR 93). The overall project will increase capacity while reducing infiltration and inflow with new infrastructure and will be broken into several phases.

The first phase of work will start at Lovedale Dr and continue past Clinchfield Dr near Cassell Dr. This phase includes approximately 2,400 linear feet of 36" sewer main and 2,100 linear ft of cast in place lining of an existing 18" sewer main.

City staff recommends entering into this agreement with Barge Design Solutions to execute Tasks 1, 2, and 3 for \$276,000, in accordance with the attached proposal.

Project funding resides in SW410.

**Attachments:**

- 1. Resolution
- 2. Barge Engineering Proposal
- 3. Location Map

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS TO PROVIDE BIDDING AND CONSTRUCTION SERVICES FOR THE REEDY CREEK TRUNK SEWER REPLACEMENT-FINAL DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Reedy Creek Trunk Sewer Replacement project is a culmination of efforts to carry out key aspects of the wastewater system master plan developed in 2009; and

WHEREAS, the entire project includes the replacement of approximately 21,000 linear feet of 36 inch sewer line beginning at Lovedale Drive and ending near the west side of John B. Dennis Highway (SR 93); and

WHEREAS, the overall project will increase capacity while reducing infiltration and inflow with new infrastructure and was broken down into several phases; and

WHEREAS, the professional services needed for this phase of the project include bidding and construction services as set out in Tasks 1, 2 and 3 referenced in the proposal; and

WHEREAS, staff recommends awarding the contract to Barge Design Solutions in the amount of \$276,000.00, and project funding is available in SW2410.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a professional services agreement with Barge Design Solutions, for services related to the Reedy Creek trunk line sewer replacement project, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION 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 7th day of April, 2026.

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PAUL W. MONTGOMERY, MAYOR

Item XI4.

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for City of Kingsport (Client) including design, bid, and construction phase services for the Reedy Creek Trunk Sewer Improvements, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation
- V. Additional Services

### **I. Project Description**

The Reedy Creek Trunk Sewer Improvements project is located in the northern portion of the City of Kingsport's wastewater collection system. The purpose of the project is to increase capacity while reducing infiltration and inflow with new infrastructure. The project begins at the former lift station site at Lovedale Drive near its intersection with W. Sullivan Street. The upstream end of the proposed sewer is the west side of John B. Dennis Highway. The existing gravity trunk sewer system consists of parallel pipes that traverse along Reedy Creek through a mix of commercial, residential, and undeveloped areas, each increasing in size as additional flows are added. The proposed trunk sewer is 21,000 linear feet (LF) and requires rehabilitation of existing mains and side line connections.

Previous engineering on this project includes the "Preliminary Engineering Report (PER) – Reedy Creek Trunk Sewer Improvements Phase 2" by Barge Design Solutions, Inc. dated July 15, 2021, geotechnical investigation, 100% design of the Lovedale Drive to Clinchfield Street phase submitted to the City of Kingsport on June 24, 2025, easement drawings and descriptions for the entire alignment, Tennessee Department of Environment and Conservation (TDEC) Individual Aquatic Resource Alteration Permit (ARAP) acquisition, and United States Army Corps of Engineers (USACE) Nationwide Permit (NWP) #58 for Utility Line Activities for Water and Other Substances acquisition.

The scope of this agreement is for obtaining Tennessee Department of Environment and Conservation (TDEC) State Revolving Fund (SRF) approval, bidding services, construction administration services, and resident project representation (RPR) for the phase from the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street (approximately 2,400 LF of new 36-inch trunk sewer and 2,100 LF of existing 18-inch rehabilitation).

## **II. Scope of Services**

The scope of services is summarized into the following major tasks:

- Task 1 – Funding Assistance
- Task 2 – Bid Phase Services
- Task 3 – Construction Phase Services
- Task 4 – Resident Project Representative

The following sections provide a description of the purpose, activities, deliverables, and assumptions anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and subconsultants, coordinate monthly status meetings with Client staff, and submit monthly invoices with updated schedules and budgets as applicable.

### **Task 1 – Funding Assistance**

In this task, Barge will provide assistance to the Client in the SRF funding process, approval to bid the project by providing supporting documentation and filling out permit application forms. This task also includes Construction Phase services related to SRF. The following tasks are anticipated:

- Facilitate project initiation meeting with Client to identify key project stakeholders for distribution of project information, discuss pertinent data, project staffing and organization, and present project work plan and initial schedule.
- Respond to SRF requests and comments on the Facilities Plan submitted to TDEC SRF on May 9, 2025.
- Attend SRF Public Meeting.
- Submit plans for SRF approval to bid. Revise plans to obtain SRF and TDEC Division of Water Resources approval. Once permit applications and supporting documentation are submitted, Barge will contact the respective agency project managers and track the permit review process. Barge will respond to two additional information requests to obtain authorizations. If any additional technical studies are requested by the agencies to support the application or permit process, an amendment for additional services can be provided.
- Develop SRF milestone schedule.
- Update Opinion of Probable Construction Cost (OPCC) for phase from the former Lovedale lift station site to the creek crossing upstream of Clinchfield Street.
- Confirm SRF up-front documents required and incorporate into Contract Documents.

- Send bid tabulations to SRF for review.
- Request Authority to Award from SRF.
- Transmit change requests to SRF for approval.
- Review contractor's SRF certified payrolls if necessary.
- Conduct one-day final inspection with SRF.

**Deliverables:**

The following deliverables will be provided as part of this task:

- Revised SRF Facilities Plan.
- SRF milestone schedule.
- Lovedale to Clinchfield Street OPCC.
- Contract document submittal to SRF.
- SRF Authority to Award request.

**Assumptions:**

The following assumptions are applicable to the above scope of services:

- SRF Facilities Plan format has changed since it was submitted. Revisions may be required for their current format.
- The SRF public meeting is assumed in-person in Kingsport.
- 240 hours are budgeted for this task.

**Task 2 – Bid Phase Services**

The bid phase services anticipated include providing bid documents for advertisement, responses to bidder inquiries, preparation of addenda, and review of bids as summarized below:

- Prepare Advertisement for Bids.
- Attend pre-bid meeting, including site-walk, with the Client and prospective bidders.

- Assist the Client with responses to bidder questions and the preparation of addenda. If needed, issue addenda to prospective bidders after approval by SRF.
- Participate in Bid Opening and prepare Bid Tabulation.
- Assist the Client with review of contractor bid packages for responsiveness and qualification, contact references of apparent low bidder, and provide recommendation for award.
- Following award of construction contract, prepare an electronic (PDF) set of conformed documents for execution and use during construction. This consists of incorporating all addenda issued on the project into the drawings and specifications, as well as incorporating all information submitted with the bid by the successful bidder.

**Deliverables:**

- Responses to bidder questions, addenda, and bid review summary and recommendation as required.
- Recommendation to award letter.
- Bid tabulation.
- Notice to Proceed.
- Conformed contract documents – six full-size hard-copy plan sets; four half-size hard-copy plan sets; six hard-copy specifications; and one electronic copy of plans and specs in PDF format.

**Assumptions:**

- The bid phase is assumed to be four months.
- Pre-qualification of contractors is not required.
- One bid package and one bid opening are included.

**Task 3 – Construction Phase Services**

The following construction phase support services are anticipated, to assist the Client in implementing the construction contract.

- Attend pre-construction meeting with Client and the Contractor's representatives.

- Attend monthly progress meetings with Client and the Contractor's representatives to provide engineering support for field issues; prepare meeting agenda and summaries. The schedule assumes 10 progress meetings which will include site visits.
- Review Contractor's project status reports, monthly pay applications, and change order log.
- Review Contractor change requests. 5 change order requests are assumed.
- Perform up to 6 periodic site visits to review site conditions to review materials and workmanship used on the project for general conformance with the contract documents.
- Review Contractor submittals for compliance with the specifications and drawings. Barge's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. It has been assumed that review time will be limited to the initial submittal and one resubmittal for each separately submitted item. 20 submittal reviews are assumed in the scope of services.
- Respond to Contractor requests for information (RFI), issue clarifications and interpretations of the contract documents as necessary, and maintain an RFI log. 12 RFI requests are assumed.
- Perform one-day pre-final inspection and prepare construction punch list at Substantial Completion.
- Conduct one-day final inspection to verify completion of punch list and other items.
- Incorporate Contractor's red-line markups into the electronic drawing files to capture field changes or adjustments made during the execution of the work.
- Review Contractor closeout documents for completion, certificates of completion, warranties, etc.

**Deliverables:**

- Monthly construction progress meeting agenda, sign-in sheet, and meeting summary.

- Contract correspondence, including as applicable: comments on submittals, clarifications, responses to RFIs, and site visit reports.
- Punch list at Substantial Completion.
- Record drawings – 2 full-sized sets and an electronic version (in PDF format).

**Assumptions:**

- The construction phase will start in 2026 and is anticipated to take 12 months.
- Site visits will occur at monthly progress meetings. Additional periodic site visits are anticipated approximately every other month during heavy onsite construction activities.
- Client- or contractor-directed changes that require design support during construction are not anticipated; such services can be provided as additional services to this proposal.
- All concrete, earthwork, and structural steel testing will be furnished by others.
- Any field construction stake-out surveying or as-built surveying is by others.
- By performing the construction phase services, Barge shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences or procedures of construction. Barge shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.
- Barge shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Barge 's employees or agents) at the site or otherwise furnishing or performing any of the Contractor's work.

**Task 4 – Resident Project Representative**

The following Resident Project Representative (RPR) services are included to assist the Client in implementing the construction contract.

Provide full time RPR at periodic intervals to observe the Contractor's work and perform the services listed below. The RPR shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of Barge. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or condition.

Specific services performed by the RPR are as follows:

- Conduct onsite observations of the general progress of the work to determine if the work is proceeding in accordance with the construction contract documents.
- Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents.
- Coordinate onsite materials testing services during construction.
- Assist with coordination of construction activities that may affect normal facility operations and serve as liaison between the Contractor and the Client. Review Contractor work plans for any impact to facility operations.
- Monitor work-site integrity, such as subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed.
- Maintain log of significant weather events that may cause the Contractor a work delay; include in construction progress reports.
- Submit weekly construction progress reports containing summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
- Provide a trenchless RPR on site full time during the trenchless crossing excavation to observe excavation progress, excavation support installation, ground conditions encountered, and issues encountered during excavation.
- Verify that the ground conditions encountered are like those described in the Geotechnical Baseline Report (GBR) and facilitate resolution of issues that may arise during tunneling to minimize any construction delays.

- Document the actual ground conditions observed by the inspector on the Clinchfield Street geotechnical profile provided in the GBR.
- Review Contractor red-line markups of any field changes encountered.
- Attend substantial completion walkthrough of the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project.
- Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed.

**Deliverables:**

- Daily reports submitted on a weekly basis

**Assumptions:**

- The RPR services are based on a 52-week heavy construction period and 40 hours per week of representation (2,080 hours total).
- Special Inspections for the trenchless installation are included in the scope of services. The trenchless crossing is assumed to have an excavation rate of approximately 20 feet per day. 15 days for the trenchless excavation are assumed. Additional days for shaft inspections are excluded from the basic scope of services, but can be added as additional services.

**III. Project Schedule**

The preliminary project schedule is shown in the table below.

Total duration to completion for the funding assistance , bid phase, and construction services scope of services is anticipated to be 20 months. See estimated schedule breakdown below.

Tasks	Duration
1. Funding assistance	4 months
2. Bid phase	4 months
3. Construction	12 months



Barge and Client are aware that many factors outside Barge’s control may affect Barge’s ability to complete the services to be provided under this Scope of Services. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

#### **IV. Compensation**

The cost to complete the scope of work as defined in the tasks above is provided in the fee summary table below. Client agrees to pay Barge a Lump Sum Fee of \$196,300 to complete the scope of work as defined above for Bid and Construction Phase Services / Tasks 2 and 3 which will be billed monthly based on percent of work completed to date. For the Funding Assistance and Resident Project Representation / Tasks 1 and 4 defined above, Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with the Schedule of Standard Charges included in Exhibit B of the Agreement. The Not to Exceed cost to complete for these tasks is estimated to be \$79,700 and \$329,300, respectively. The project status will be summarized monthly in our progress report and invoice submittal.

Task 4 will be authorized by the City of Kingsport upon beginning of construction.

**Fee Summary Table**

<b>Items</b>	<b>Fee Type</b>	<b>Fee Amount</b>
<b>A. Task 1 – Funding Assistance<sup>1</sup></b>	Hourly	\$79,700
<b>B. Task 2 – Bid Phase Services<sup>2</sup></b>	Lump Sum	\$36,500
<b>C. Task 3 – Construction Phase Services<sup>3</sup></b>	Lump Sum	\$159,800
<b>D. Task 4 – Resident Project Representative<sup>4</sup></b>	Hourly	\$329,300
<b>TOTAL</b>		<b>\$605,300</b>

<sup>1</sup> Delve Underground is \$10,751 of this item

<sup>2</sup> Delve Underground is \$10,551 of this item

<sup>3</sup> Delve Underground is \$37,559 of this item

<sup>4</sup> Delve Underground is \$65,252 of this item

### Additional Services

Additional engineering support services, including but not limited to the items listed below, can be provided upon request and approval of detailed scope and fee by the Client.

- Additional meetings with local, state, or federal agencies to discuss the Project beyond those indicated in the basic services.
- Appearances at public hearings or before special boards, except as specifically indicated in the basic services.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Special consultants or independent professional associates, other than those indicated in the scope above, that are requested or authorized by the Client.
- Support services in connection with public information/relations activity as requested by the Client.
- Services for making revisions to Drawings and Specifications made necessary by the acceptance of substitute materials or equipment other than “or-equal” items proposed by the General and/or Construction Contractor(s); and services after the award of the Contract(s) for evaluation and determining the acceptability of substitutions proposed by the Contractor.
- Assistance in connection with bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services of the project.
- Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; design changes initiated by the Client after Client's acceptance of Basis of Design Preliminary Engineering Report; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in laws and regulations enacted

subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer 's control.

- Involvement with and responding to a formal Value Engineering review conducted by a third party. Revisions of design, drawings, and specifications arising from the formal third-party Value Engineering review which cause changes in the general scope, extent, or character of the Project, including but not limited to changes in size, complexity, Client's schedule, character of construction, or method of financing.
- Preparing additional bidding documents or contract documents for alternate bids or prices requested by the Client for the Work or a portion thereof.
- Determining the acceptability of substitute materials and equipment proposed during the bidding or negotiating phase when substitution prior to the award of contracts is allowed by the bidding documents.
- Redesign and rebidding the Project in the event the Client does not accept bids on the original advertisement of the construction contract.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by the Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.
- All review or permit fees charged by the State or other agencies are not included in the basic compensation and will be paid directly by the Client.
- Providing permitting assistance beyond the level of effort outlined in Basic Services.
- Providing Construction Phase Services and/or Resident Project Representative Services beyond the assumed construction contract times and beyond the assumed level of effort outlined in basic services.
- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

# BARGE DESIGN SOLUTIONS, INC.

## EXHIBIT B SCHEDULE OF STANDARD CHARGES

The following hourly rates apply for personnel of BARGE and its wholly owned subsidiaries for time properly chargeable to the work.

### Hourly Rate Schedule

Classification	Hourly Rate
Engineering Associate I	\$125
Engineering Associate II	\$135
Engineering Associate III	\$145
Professional Engineer I	\$155
Professional Engineer II	\$175
Sr. Professional Engineer I/Construction Manager	\$195
Sr. Professional Engineer II	\$205
Sr. Scientist	\$235
Sr. Professional Engineer III	\$245
Sr. Professional Engineer IV	\$275
Sr. Technical Specialist	\$295
Sr. Technical Leader/Quality Control	\$305
Project Administrator	\$105
Senior Project Administrator	\$130
Resident Project Representative	\$125
CAD Technician	\$155
Survey Technician	\$75
Registered Land Surveyor	\$150
Sr. Registered Land Surveyor	\$215
Sr. Specialist	\$175
Sr. Project Manager	\$325
Senior Officer	\$300

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

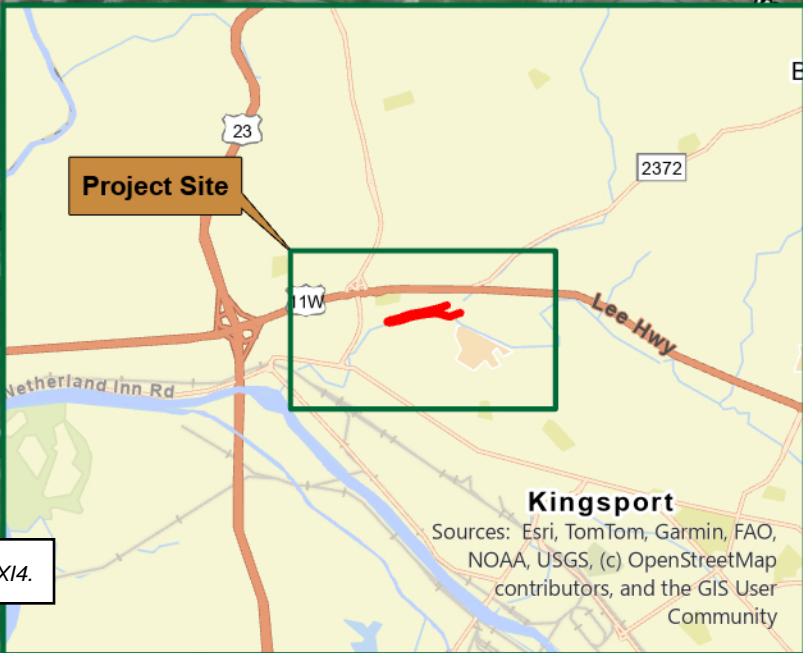
Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by Barge and related to the work will be invoiced at the actual cost incurred.

The hourly rates listed above are valid until September 1, 2027, after which the rates may be adjusted annually based on the average salary adjustment to Barge employees.



**~2100 LF 18" CIPP  
Sewer Rehab**

**~2400 LF 36" PVC  
Sewer**



**Kingsport**  
Sources: Esri, TomTom, Garmin, FAO,  
NOAA, USGS, (c) OpenStreetMap  
contributors, and the GIS User  
Community

Item X14.

**Project Location Map  
Reedy Creek Trunk Sewer Replacement (Lovedale to Clinchfield)  
City Of Kingsport**



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid to Traxon Construction, Inc. for the Washington Co Water Phase 2 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-81-2026  
 Work Session: April 6, 2026  
 First Reading: N/A  
 Final Adoption: April 7, 2026  
 Staff Work By: P. Gilmer  
 Presentation By: R. McReynolds

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
 If approved, this resolution authorizes entering into a contract with Traxon Construction, Inc. in the amount of \$518,458.91 to complete waterline extensions in Washington County along Kincheloe and Good Roads, as requested by the Washington County Water Task Force.

Bids were opened on March 12, 2026, for the Washington Co Water Ph 2 project. This project is installation of new publicly owned waterlines including 2,997 LF of 6-inch DIP, 2,585 L.F. of 4-inch PVC, and all related appurtenances to serve the Kincheloe Road and Good Road areas of Washington County. The project shall be completed in 90 calendar days.

City staff reviewed the bids and recommend awarding the contract to the apparent low bidder, Traxon Construction, Inc., in the amount of \$518,458.91.

Base Bid:	\$ 518,458.91
Contingency (6%):	\$ 31,107.53
Engineering, Admin., Inspection (14%):	\$ 72,584.25
Total Project Costs:	\$ 622,750.69

Funding is being provided by Washington County and is identified in WA2609.

**Attachments:**

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

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

Item XI5.

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

A RESOLUTION AWARDING THE BID FOR WASHINGTON COUNTY WATER PHASE 2 PROJECT TO TRAXON CONSTRUCTION, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened March 12, 2026, for the Washington County Water Phase 2 Project; and

WHEREAS, upon review of the bids, the board finds Traxon Construction, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for installation of new publicly owned waterlines including 2,997 linear feet of 6-inch DIP, 2,585 linear feet of 4-inch PVC, and all related appurtenances to serve the Kincheloe Road and Good Road areas of Washington County from Traxon Construction, Inc. at an estimated construction cost of \$518,458.91; and

WHEREAS, funding is identified in project numbers WA2609.

Now therefore,

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

SECTION I. That the bid for the Washington County Water Phase 2 Project, consisting of installation of new publicly owned waterlines including 2,997 linear feet of 6-inch DIP, 2,585 linear feet of 4-inch PVC, and all related appurtenances to serve the Kincheloe Road and Good Road areas of Washington County at an estimated cost of \$518,458.91 is awarded to Traxon Construction, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES BID OPENING

March 12, 2026

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Pamela Gilmer, Engineering

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

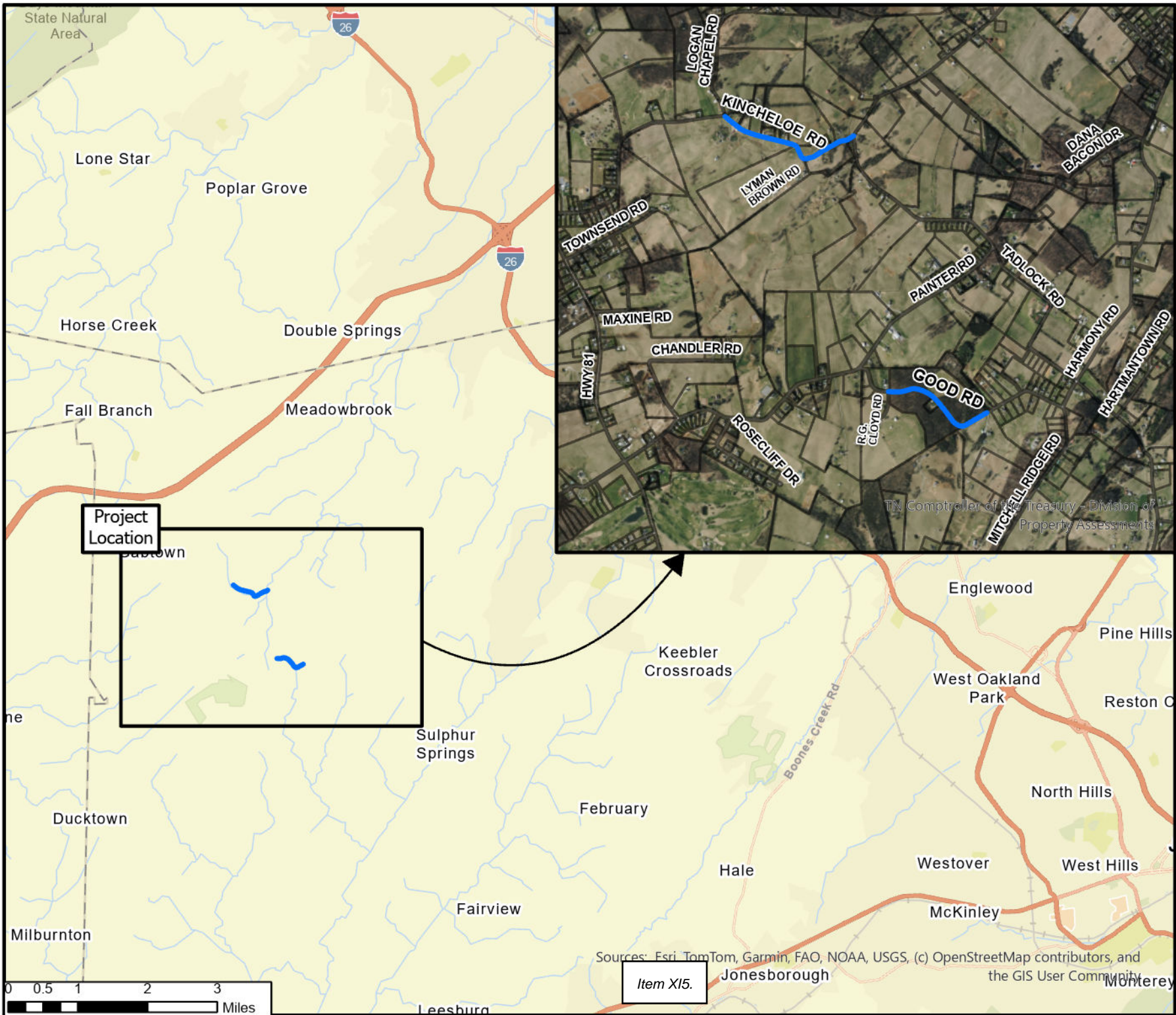
The Procurement Manager opened with the following bids:

Washington County Water - Phase 2	
Vendor:	Total Cost:
Traxon Construction, Inc.	\$518,458.91
Horizon Underground LLC	\$696,346.00
American Environmental, LLC	\$782,950.00
Thomas Construction Company, Inc.	\$1,107,070.00

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

**BID TABULATION FOR Washington Co Water PH 2**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	CITY OF KINGSPORT ESTIMATE		TRAXON CONSTRUCTION, INC.		THOMAS CONSTRUCTION CO, INC.		AMERICAN ENVIRONMENTAL, LLC		HORIZON UNDERGROUND, LLC	
				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)	\$ 65,000.00	\$ 65,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ 40,000.00	\$ 40,000.00	\$ 55,000.00	\$ 55,000.00
2	1	LS	CLEARING AND GRUBBING, & GRADING	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00
3	1	LS	TOPSOIL, MULCHING, SEEDING & STRAWING	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00	\$ 31,400.00	\$ 31,400.00	\$ 5,000.00	\$ 5,000.00
4	775	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE (SECTION 31 23 33)	\$ 35.00	\$ 27,125.00	\$ 35.00	\$ 27,125.00	\$ 35.00	\$ 27,125.00	\$ 35.00	\$ 27,125.00	\$ 35.00	\$ 27,125.00
5	2,088	TONS	BACKFILL STONE - PUG (SECTION 31 22 16)	\$ 10.00	\$ 20,880.00	\$ 13.50	\$ 28,188.00	\$ 58.00	\$ 121,104.00	\$ 55.00	\$ 114,840.00	\$ 2.00	\$ 4,176.00
6	33	TONS	ASPHALT TRENCH REPAIR (BINDER) 4-INCHES (SECTION 32 12 16)	\$ 180.00	\$ 5,940.00	\$ 200.00	\$ 6,600.00	\$ 365.00	\$ 12,045.00	\$ 770.00	\$ 25,410.00	\$ 200.00	\$ 6,600.00
7	12	TONS	ASPHALT DRIVEWAY/PARKING LOT REPAIRS (SURFACE) 3-INCHES (SECTION 32 12 16)	\$ 180.00	\$ 2,160.00	\$ 200.00	\$ 2,400.00	\$ 365.00	\$ 4,380.00	\$ 670.00	\$ 8,040.00	\$ 200.00	\$ 2,400.00
8	12	TONS	PUG STONE GRAVEL DRIVEWAY REPAIRS 4-INCHES (SECTION 31 22 16)	\$ 32.50	\$ 390.00	\$ 38.18	\$ 458.16	\$ 70.00	\$ 840.00	\$ 55.00	\$ 660.00	\$ 3.00	\$ 36.00
9	2,997	LF	6-INCH DIP PIPE INCLUDING FITTINGS (SECTION 33 11 00)	\$ 92.00	\$ 275,724.00	\$ 87.00	\$ 260,739.00	\$ 148.00	\$ 443,556.00	\$ 90.00	\$ 269,730.00	\$ 107.00	\$ 320,679.00
10	2,585	EA	4-INCH PVC PIPE INCLUDING FITTINGS (SECTION 33 11 00)	\$ 68.00	\$ 175,780.00	\$ 21.75	\$ 56,223.75	\$ 112.00	\$ 289,520.00	\$ 55.00	\$ 142,175.00	\$ 58.00	\$ 149,930.00
11	3	EA	6-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 2,400.00	\$ 7,200.00	\$ 2,250.00	\$ 6,750.00	\$ 2,900.00	\$ 8,700.00	\$ 3,150.00	\$ 9,450.00	\$ 2,500.00	\$ 7,500.00
12	9	EA	4-INCH GATE VALVES & BOXES (SECTION 33 11 00)	\$ 2,200.00	\$ 19,800.00	\$ 1,850.00	\$ 16,650.00	\$ 2,500.00	\$ 22,500.00	\$ 2,600.00	\$ 23,400.00	\$ 2,200.00	\$ 19,800.00
13	3	EA	1-INCH AIR RELEASE VALVE AND BOX (SECTION 33 11 00)	\$ 2,800.00	\$ 8,400.00	\$ 2,300.00	\$ 6,900.00	\$ 3,500.00	\$ 10,500.00	\$ 3,900.00	\$ 11,700.00	\$ 4,800.00	\$ 14,400.00
14	3	EA	FIRE HYDRANT ASSEMBLY (SECTION 33 11 00)	\$ 11,000.00	\$ 33,000.00	\$ 8,800.00	\$ 26,400.00	\$ 13,000.00	\$ 39,000.00	\$ 11,000.00	\$ 33,000.00	\$ 9,000.00	\$ 27,000.00
15	1	EA	2-INCH BLOW OFF ASSEMBLY (SECTION 33 11 00)	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,200.00	\$ 5,200.00
16	8	EA	SERVICE CONNECTION TO EXISTING 3/4" - SHORT WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 1,700.00	\$ 13,600.00	\$ 1,625.00	\$ 13,000.00	\$ 2,800.00	\$ 22,400.00	\$ 1,600.00	\$ 12,800.00	\$ 2,000.00	\$ 16,000.00
17	2	EA	SERVICE CONNECTION TO EXISTING 3/4" - LONG WITH COPPER WITH NEW METER BOX AND SETTER (SECTION 33 11 00)	\$ 2,550.00	\$ 5,100.00	\$ 1,925.00	\$ 3,850.00	\$ 7,600.00	\$ 15,200.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
18	1	EA	6-INCH CONNECTIONS (SECTION 33 11 00)	\$ 6,700.00	\$ 6,700.00	\$ 3,850.00	\$ 3,850.00	\$ 8,400.00	\$ 8,400.00	\$ 2,200.00	\$ 2,200.00	\$ 5,000.00	\$ 5,000.00
19	3	EA	4-INCH CONNECTIONS (SECTION 33 11 00)	\$ 4,550.00	\$ 13,650.00	\$ 4,375.00	\$ 13,125.00	\$ 3,300.00	\$ 9,900.00	\$ 2,600.00	\$ 7,800.00	\$ 5,000.00	\$ 15,000.00
20	1	EA	REMOVE EXISTING VALVE BOXES (SECTION 33 11 00)	\$ 530.00	\$ 530.00	\$ 100.00	\$ 100.00	\$ 600.00	\$ 600.00	\$ 670.00	\$ 670.00	\$ 500.00	\$ 500.00
21	3	EA	REMOVE EXISTING BLOW OFF (SECTION 33 11 00)	\$ 530.00	\$ 1,590.00	\$ 100.00	\$ 300.00	\$ 2,500.00	\$ 7,500.00	\$ 750.00	\$ 2,250.00	\$ 1,000.00	\$ 3,000.00
22	1	EA	PROJECT SIGN (SECTION 01 50 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,300.00	\$ 2,300.00	\$ 1,000.00	\$ 1,000.00
<b>Project Total:</b>				<b>\$ 693,069.00</b>	<b>\$ 693,069.00</b>	<b>\$ 518,458.91</b>	<b>\$ 518,458.91</b>	<b>\$ 1,107,070.00</b>	<b>\$ 1,107,070.00</b>	<b>\$ 782,950.00</b>	<b>\$ 782,950.00</b>	<b>\$ 696,346.00</b>	<b>\$ 696,346.00</b>



**Project Location Map  
Waterline Extensions  
Washington County Water - Phase 2**



**AGENDA ACTION FORM**

**Consideration of a Resolution to Renew an Agreement with Icon Environmental, LLC for Services at Kingsport’s Construction & Demolition Landfill**

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

Action Form No.: AF-84-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Committee  
Presentation By: Ryan McReynolds

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**Strategic Focus Area: 2. Sustainable Infrastructure**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved the City will extend the term for an additional year of services at Kingsport’s Construction and Demolition Landfill with Icon Environmental, LLC for a not to exceed amount of \$225,000.00.

Request for Proposals were received by the Procurement Department on June 28, 2023 for selected services at Kingsport’s Construction and Demolition Landfill. Services that were priced include delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal or grinding of tires. The proposal contained language allowing for annual renewals up to five years. The vendor has agreed to no price increases from the June 2023 bid for the upcoming year.

It is the recommendation of Public Works to renew the agreement with Icon Environmental, LLC for fiscal year 2027. These services are necessary to properly operate the Construction and Demolition Landfill and meet permit requirements. Services are requested on an as needed basis within the allocated funding provided in account below.

Funding is identified in 415-4023-462.20-38.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION RENEWING THE AWARD OF A CONTRACT FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL WITH ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE THIS RESOLUTION

WHEREAS, proposals were opened on June 28, 2023, for selected services at Kingsport's Construction and Demolition Landfill and a contract for the same was awarded to Icon Environmental, LLC pursuant to Resolution 2024-017; and

WHEREAS, the specifications contained in the invitation to bid included an annual renewal for up to five years, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, to date Icon Environmental, LLC has adequately performed the selected services at the Kingsport Construction and Demolition landfill, it is therefore recommended to renew the agreement for services including delivery of clay for daily cover, grinding of wood waste with an option for it to be hauled off site, along with the removal and disposal of tires from Icon Environmental, LLC at an estimated annual cost of \$225,000.00; and

WHEREAS, funding is identified in account number 415-4023-462.20-38.

Now therefore,

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

SECTION I. That the renewal of an agreement with Icon Environmental, LLC for selected services at Kingsport's Construction and Demolition Landfill, including delivery of clay for daily cover, grinding of wood waste with an option for the wood waste to be hauled off site, along with the removal and disposal of tires, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to renew the agreement for services with Icon Environmental, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Extending the Agreement for Solid Waste Disposal with Eco-Safe Systems, LLC d/b/a Waste Management and Authorizing the Mayor to Execute all Applicable Documents**

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

Action Form No.: AF-93-2026  
Work Session: April, 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Committee  
Presentation By: Ryan McReynolds

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**Strategic Focus Area: 2. Sustainable Infrastructure**

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**Recommendation:**

Approve the resolution.

**Executive Summary:**

If approved the City will extend the agreement for an additional five years with Eco-Safe Systems, LLC d/b/a Waste Management for solid waste and special waste disposal thru August 1, 2032.

On September 16, 2021, Request for Proposals (RFP) were received for Disposal of Solid Waste Materials. Two bidders submitted proposals for this service; Eco-Safe Systems, LLC dba Waste Management and Republic Services.

The submitted RFP's were reviewed for the overall most economical and efficient waste disposal services for the citizens of Kingsport. Included in the evaluation were the disposal cost, as well as the additional operational costs incurred to the corresponding respondent's location. Additionally, the RFP contained language with the option for an additional five renewal for years six through ten.

Staff recommends extending the agreement with Eco-Safe Systems, LLC dba Waste Management as it is the most advantageous to the City.

Funding is available and identified in line item 415-4022-462.20-38 or 412-5003-501.20-39.

**Attachments:**

- 1. Resolution
- 2. Agreement
- 3. Memo

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

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

A RESOLUTION RENEWING AN AGREEMENT FOR SOLID WASTE AND SPECIAL WASTE DISPOSAL WITH ECO-SAFE SYSTEMS, LLC D/B/A WASTE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE THIS RESOLUTION

WHEREAS, proposals were opened on September 16, 2021, for disposal of solid waste materials and a contract for the same was awarded to Eco-Safe Systems, LLC d/b/a Waste Management for a period of five years, pursuant to Resolution 2022-182; and

WHEREAS, the specifications contained in the invitation to bid included an option to renew for five years, provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, to date Eco-Safe Systems, LLC d/b/a Waste Management has adequately performed the selected services at the Kingsport Landfill, it is therefore recommended to renew the agreement for services including solid waste and special waste disposal from Eco-Safe Systems, LLC d/b/a Waste Management for an additional five years; and

WHEREAS, funding is identified in account number 415-4023-462.20-39.

Now therefore,

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

SECTION I. That an agreement for selected services at Kingsport's Landfill, including solid waste and special waste disposal, is renewed for 2026-2032 to Eco-Safe Systems, LLC d/b/a Waste Management.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to renew the agreement for services with Eco-Safe Systems, LLC d/b/a Waste Management, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

SECTION IV. That the board finds 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 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

FIRST AMENDMENT  
TO DISPOSAL AGREEMENT

This First Amendment to the Disposal Agreement (“First Amendment”) entered into by and between **Eco-Safe Systems, LLC, (“WM”)** and the **City of Kingsport, Tennessee (the “Customer” or “City”)** is effective as of April 7, 2026 (“Effective Date”).

RECITALS

WHEREAS City and WM are parties to a certain Disposal Agreement entered into on August 1, 2022 (the “Agreement”); and

WHEREAS, pursuant to said agreement the parties were vested with the right to extend the term of the agreement for up to an additional five years; and

WHEREAS City and WM have mutually agreed to renew the agreement for an additional five years and as to other relevant terms and conditions in conjunction therewith as hereinafter provided; and

WHEREAS these new terms and conditions reference specific paragraphs or attachments in the Agreement and these new terms and conditions shall modify or replace the prior terms and conditions; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Section 3** of the Agreement is *amended to include* the following:

This agreement shall be renewed for an additional five (5) years (the renewal term) effective on August 2, 2027 until August 1, 2032.

2. The chart in **Section 4(b)** of the Agreement *is deleted and replaced in its entirety by the following:*

The Base Rate for Acceptable Waste shall be increased annually as listed below:

<u>Date</u>	<u>Description</u>	<u>Period Start</u>	<u>Period End</u>	<u>Regular Waste Unit Cost</u>	<u>Special Waste Unit Cost</u>
Year 6	Cost per ton of solid waste	August 2, 2027	June 30, 2028	\$29.31*	\$56.47

Year 7	Cost per ton of solid waste	July 1, 2028	June 30, 2029	\$30.50*	\$58.73
Year 8	Cost per ton of solid waste	July 1, 2029	June 30, 2030	\$31.94*	\$61.07
Year 9	Cost per ton of solid waste	July 1, 2030	June 30, 2031	\$33.03*	\$63.51
Year 10	Cost per ton of solid waste	July 1, 2031	August 1, 2032	\$34.37*	\$66.05

***\*Plus Sullivan County Host Fee which changes annually on July 1<sup>st</sup>, currently \$1.10/Regular Waste Unit Cost. Year 5 stated \$29.19 = \$26.84 + \$1.25 State Fee + \$1.10 Sullivan County Host Fee: (Years 6 -10 example \$29.31\* = \$28.06 + \$1.25 State Fee + ? Host Fee)***

3. The Agreement is hereby amended as necessary to give effect to the terms and conditions set forth above. All other terms and conditions of the Agreement not affected by this First Amendment shall remain in full force and effect.
4. Capitalized terms that are not defined herein shall have the same meaning as ascribed to them in the Agreement.
5. This First Amendment may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.
6. This First Amendment embodies the entire understanding between the parties with respect to the modification set forth herein.

*Remainder of page left intentionally blank.*

*Signatures on the following page.*

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Disposal Agreement to be executed by their duly authorized representatives to be effective as of the date indicated above. The parties hereby represent and warrant that their respective signatories below have all requisite authority (including without limitation, organizational authority) to enter into this First Amendment and each of its terms on such party's behalf.

**ECO-SAFE SYSTEMS, LLC, a Waste Management company**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paul W. Montgomery, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney



## WATER / WASTEWATER FACILITIES

### City of Kingsport, Tennessee

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## Memo

To: Tim Elsea, Public Works Assistant Director  
From: Tom Hensley, Assistant Utility Director  
Date: 3/25/2026  
Re: Landfill Disposal Agreement

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My review of the City of Kingsport, TN Eco-Safe First Amendment to Disposal Agreement is acceptable regarding the disposal of wastewater plant dewatered sludge from August 2, 2027 thru August 1, 2032.

Let me know if you have any questions or comments.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid to Morgan Contracting, Inc. for the FY26 Sewer Lining 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-80-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Pamela Gilmer  
Presentation By: Ryan McReynolds

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved, this resolution authorizes entering into a contract in the amount of \$1,072,879.00 with Morgan Contracting, Inc. to complete the rehabilitation of several sewer mains.

Bids were opened on March 12, 2026, for the FY26 Sewer Lining project. This project requires CIPP lining installation of approximately 3,787 LF of 16-inch sewer line, and all related appurtenances in the following areas: Belmeade, Ransome, Ft Henry, Indian Trail, E Sullivan, Linville, Stratford, Lomax, Stadium, University, Suffolk, Union, Rock Springs. The project shall be completed in 150 calendar days.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Morgan Contracting, Inc., in the amount of \$1,072,879.00.

Base Bid: \$1,072,879.00  
Contingency (6%): \$ 64,372.74  
Engineering, Admin., Inspection (14%): \$ 150,203.06  
Total Project Costs: \$1,287,454.80

Funding is available and identified in SW2604.

- Attachments:**
1. Resolution
  2. Bid Opening Minutes
  3. Bid Tabulation
  4. Location Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AWARDING THE BID FOR SEWER LINING PROJECT TO MORGAN CONTRACTING, 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 March 12, 2026, for the Sewer Lining Project; and

WHEREAS, upon review of the bids, the board finds Morgan Contracting, 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 CIPP lining installation of approximately 3,787 LF of 16-inch sewer line, and all related appurtenances in the following areas: Belmeade, Ransome, Ft Henry, Indian Trail, E Sullivan, Linville, Stratford, Lomax, Stadium, University, Suffolk, Union, Rock Springs, from Morgan Contracting, Inc. at an estimated construction cost of \$1,072,879.00; and

WHEREAS, funding is identified in project numbers SW2604;

Now therefore,

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

SECTION I. That the bid for the Sewer Lining Project, consisting of CIPP lining installation of approximately 3,787 LF of 16-inch sewer line, and all related appurtenances in the following areas: Belmeade, Ransome, Ft Henry, Indian Trail, E Sullivan, Linville, Stratford, Lomax, Stadium, University, Suffolk, Union, Rock Springs, at an estimated cost of \$1,072,879.00 ,is awarded to Morgan Contracting, 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 7th day of April, 2026.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

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

MINUTES BID OPENING

March 12, 2026

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Pamela Gilmer, Engineering

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

The Procurement Manager opened with the following bids:

FY26 Sewer Lining Project	
Vendor:	Total Cost:
Gulf Coast Underground LLC	\$2,284,033.80
Morgan Contracting, Inc.	\$1,072,879.00

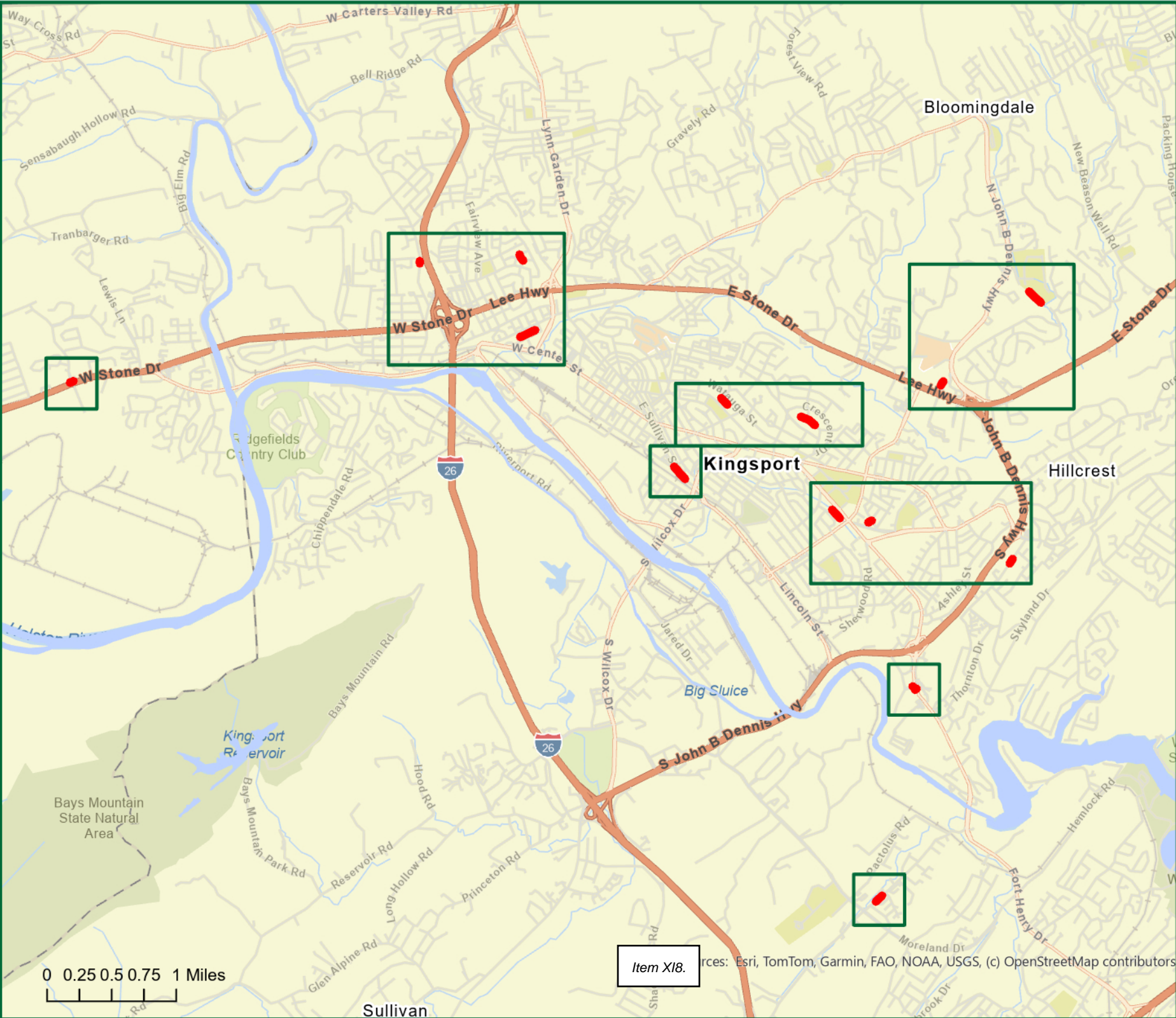
The submitted bids will be evaluated and a recommendation made at a later date.

**BID TABULATION FOR FY26 SEWER LINING PROJECT (2022-C23)**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	CITY OF KINGSPORT ESTIMATE		MORGAN CONTRACTING, INC.		GULF COAST UNDERGROUND, LLC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	Mobilization	\$ 100,000.00	\$ 100,000.00	\$ 80,000.00	\$ 80,000.00	\$ 242,797.05	\$ 242,797.05
2	1	LS	Traffic Control	\$ 40,000.00	\$ 40,000.00	\$ 36,000.00	\$ 36,000.00	\$ 105,000.00	\$ 105,000.00
3	634	CY	Solid Rock Excavation in Trench ALLOWANCE	\$ 35.00	\$ 22,190.00	\$ 35.00	\$ 22,190.00	\$ 35.00	\$ 22,190.00
4	324	T	Crushed Stone for Backfill	\$ 37.41	\$ 12,120.84	\$ 115.00	\$ 37,260.00	\$ 90.00	\$ 29,160.00
5	63	TONS	Asphalt Trench Repair (Binder) 4-Inches	\$ 380.00	\$ 23,940.00	\$ 900.00	\$ 56,700.00	\$ 300.00	\$ 18,900.00
6	5,408	LF	Bypass Pumping	\$ 20.00	\$ 108,160.00	\$ 6.00	\$ 32,448.00	\$ 24.60	\$ 133,036.80
7	3,787	LF	8" Sewer Line Heavy Cleaning	\$ 18.00	\$ 68,166.00	\$ 5.00	\$ 18,935.00	\$ 15.00	\$ 56,805.00
8	1,268	LF	10" Sewer Line Heavy Cleaning	\$ 18.00	\$ 22,824.00	\$ 6.00	\$ 7,608.00	\$ 15.00	\$ 19,020.00
9	353	LF	16" Sewer Line Heavy Cleaning	\$ 25.00	\$ 8,825.00	\$ 8.00	\$ 2,824.00	\$ 17.45	\$ 6,159.85
10	3,787	LF	8" Sewer Line CIPP	\$ 50.00	\$ 189,350.00	\$ 92.00	\$ 348,404.00	\$ 183.65	\$ 695,482.55
11	1,268	LF	10" Sewer Line CIPP	\$ 75.00	\$ 95,100.00	\$ 95.00	\$ 120,460.00	\$ 183.65	\$ 232,868.20
12	353	LF	16" Sewer Line CIPP	\$ 125.00	\$ 44,125.00	\$ 130.00	\$ 45,890.00	\$ 238.35	\$ 84,137.55
13	50	LF	8" Sewer SDR-35 PVC, Complete In Place	\$ 125.00	\$ 6,250.00	\$ 220.00	\$ 11,000.00	\$ 250.00	\$ 12,500.00
14	1	EA	8" Point Repair	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 26,000.00	\$ 26,000.00
15	1	EA	10" Point Repair	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ 38,000.00	\$ 38,000.00
16	1	EA	16" Point Repair	\$ 18,000.00	\$ 18,000.00	\$ 14,000.00	\$ 14,000.00	\$ 61,000.00	\$ 61,000.00
17	30	EA	Sewer Service Lateral, Off of CIPP Mainline, Install Cleanout	\$ 6,500.00	\$ 195,000.00	\$ 5,500.00	\$ 165,000.00	\$ 9,500.00	\$ 285,000.00
18	2	EA	Standard Sewer Manholes	\$ 7,500.00	\$ 15,000.00	\$ 9,000.00	\$ 18,000.00	\$ 30,000.00	\$ 60,000.00
19	7	VF	Extra Depth Manhole	\$ 200.00	\$ 1,400.00	\$ 1,200.00	\$ 8,400.00	\$ 2,000.00	\$ 14,000.00
20	1	EA	Sewer Manhole Repairs	\$ 1,750.00	\$ 1,750.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
21	1	EA	Watertight Lids & Castings	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
22	1	EA	Manhole Vents (Not Inc. Manholes)	\$ 1,500.00	\$ 1,500.00	\$ 1,900.00	\$ 1,900.00	\$ 1,950.00	\$ 1,950.00
23	500	500	Concrete Island (4") W/2" Type A Base, Grading D (TDOT 303-01)	\$ 45.00	\$ 22,500.00	\$ 20.00	\$ 10,000.00	\$ 200.00	\$ 100,000.00
24	20	LF	6" Curb	\$ 70.00	\$ 1,400.00	\$ 88.00	\$ 1,760.00	\$ 220.00	\$ 4,400.00
25	1	LS	Seeding with Mulch	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
26	1	LS	Soil & Erosion Control	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
27	1	LS	Project Sign	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 7,000.00	\$ 7,000.00

<b>Project Total:</b>	<b>\$ 1,025,950.84</b>	<b>\$ 1,072,879.00</b>	<b>\$ 2,283,907.00</b>
			\$ 2,284,033.80
			\$ 126.80

Item X18.



0 0.25 0.5 0.75 1 Miles

Item X18. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors

**Project Location Map  
FY26 Sewer Lining Project  
City Of Kingsport**



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

A RESOLUTION AWARDDING THE BID FOR FY25 RIDGEFIELDS SEWER REHABILITATION PROJECT TO JTB CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened February 5, 2026, for the FY25 Ridgefields Sewer Rehabilitation Project; and

WHEREAS, upon review of the bids, the board finds JTB Construction is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for 72 sewer taps and laterals and the replacement of approximately 330 linear feet of 8-inch sewer line, 20 linear feet of 12-inch sewer line, and all related appurtenances to serve the Ridgefields area of Kingsport, from to JTB Construction in the amount of \$611,474.00; and

WHEREAS, funding is identified in project numbers SW2412;

Now therefore,

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

SECTION I. That the bid for the FY25 Ridgefields Sewer Rehabilitation Project, consisting of 72 sewer taps and laterals and the replacement of approximately 330 linear feet of 8-inch sewer line, 20 linear feet of 12-inch sewer line, and all related appurtenances to serve the Ridgefields area of Kingsport, at an estimated cost of \$611,474.00 is awarded to JTB Construction, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

BID OPENING  
MINUTES  
February 5, 2026  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Sheila Catron, Public Works Administration; Pamala Gilmer, Engineering

The Bid Opening was held in the Conference Room 436, 4<sup>th</sup> Floor, City Hall.

The Procurement Manager opened with the following bids:

FY25 Ridgefields Sewer Rehabilitation Project	
Vendor:	Total Cost:
JTB Construction	\$611,474.00
Morgan Contracting, Inc.	\$1,737,541.00

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

**BID TABULATION FOR SEWERLINE UPGRADES FOR THE FY25 RIDGEFIELDS SEWER REHAB (2025-C12)**

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	CITY OF KINGSPORT ESTIMATE		JTB CONSTRUCTION, LLC		MORGAN CONTRACTING, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	MOBILIZATION	\$ 100,000.00	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00	\$ 175,000.00	\$ 175,000.00
2	1	LS	TRAFFIC CONTROL	\$ 30,000.00	\$ 30,000.00	\$ 6,330.00	\$ 6,330.00	\$ 65,000.00	\$ 65,000.00
3	853	CY	SOLID ROCK EXCAVATION IN TRENCH ALLOWANCE	\$ 35.00	\$ 29,855.00	\$ 35.00	\$ 29,855.00	\$ 35.00	\$ 29,855.00
4	1,644	T	CRUSHED STONE FOR BACKFILL	\$ 37.41	\$ 61,502.04	\$ 38.50	\$ 63,294.00	\$ 240.00	\$ 394,560.00
5	191	TONS	ASPHALT TRENCH REPAIR (BINDER) 4-INCHES	\$ 300.00	\$ 57,300.00	\$ 450.00	\$ 85,950.00	\$ 600.00	\$ 114,600.00
6	12	TONS	ASPHALT DRIVEWAY/PARKING LOT REPAIRS (SURFACE) 3-INCHES	\$ 385.84	\$ 4,630.08	\$ 450.00	\$ 5,400.00	\$ 580.00	\$ 6,960.00
7	152	SY	CONCRETE DRIVEWAY/PARKING LOT REPAIRS 6-INCHES	\$ 136.53	\$ 20,752.56	\$ 93.00	\$ 14,136.00	\$ 290.00	\$ 44,080.00
8	8,652	LF	BYPASS PUMPING	\$ 5.00	\$ 43,260.00	\$ 2.50	\$ 21,630.00	\$ 13.00	\$ 112,476.00
9	8,024	LF	8" SEWER LINE HEAVY CLEANING	\$ 18.00	\$ 144,432.00	\$ 7.50	\$ 60,180.00	\$ 14.50	\$ 116,348.00
10	628	LF	12" SEWER LINE HEAVY CLEANING	\$ 20.00	\$ 12,560.00	\$ 14.50	\$ 9,106.00	\$ 16.50	\$ 10,362.00
11	330	LF	8" SEWER SDR-35 PVC, COMPLETE IN PLACE	\$ 125.00	\$ 41,250.00	\$ 81.00	\$ 26,730.00	\$ 380.00	\$ 125,400.00
12	20	LF	12" SEWER SDR-35 PVC, COMPLETE IN PLACE	\$ 210.00	\$ 4,200.00	\$ 115.00	\$ 2,300.00	\$ 446.00	\$ 8,920.00
13	5	LS	8" POINT REPAIR	\$ 7,500.00	\$ 37,500.00	\$ 2,232.00	\$ 11,160.00	\$ 7,000.00	\$ 35,000.00
14	1	LS	12" POINT REPAIR	\$ 15,000.00	\$ 15,000.00	\$ 2,480.00	\$ 2,480.00	\$ 8,000.00	\$ 8,000.00
15	70	EA	SEWER SERVICE LATERAL, DIG AND REPLACE, INSTALL CLEANOUT	\$ 1,637.20	\$ 114,604.00	\$ 3,138.00	\$ 219,660.00	\$ 4,300.00	\$ 301,000.00
16	40	VF	CEMENTITIOUS SEWER MANHOLE REHAB (MS2C CALCIUM ALMUNiate)	\$ 331.25	\$ 13,250.00	\$ 185.00	\$ 7,400.00	\$ 822.00	\$ 32,880.00
17	2	EA	4" INTERNAL DROP ASSEMBLY	\$ 1,519.86	\$ 3,039.72	\$ 1,096.00	\$ 2,192.00	\$ 10,000.00	\$ 20,000.00
18	2	EA	6" INTERNAL DROP ASSEMBLY	\$ 1,577.42	\$ 3,154.84	\$ 1,208.00	\$ 2,416.00	\$ 11,000.00	\$ 22,000.00
19	1	LS	PROJECT SIGN	\$ 1,500.00	\$ 1,500.00	\$ 1,145.00	\$ 1,145.00	\$ 1,600.00	\$ 1,600.00
20	1	LS	SEEDING WITH MULCH	\$ 5,000.00	\$ 5,000.00	\$ 5,110.00	\$ 5,110.00	\$ 58,000.00	\$ 58,000.00
21	1	LS	LANDSCAPING ALLOWANCE	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
22	1	LS	SOIL & EROSION CONTROL	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 48,000.00	\$ 48,000.00
<b>TOTAL</b>					<b>\$ 753,790.24</b>		<b>\$ 611,474.00</b>		<b>\$ 1,737,541.00</b>



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

**Project Location Map  
 FY25 Ridgefields Sewer Rehabilitation  
 City Of Kingsport**



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award Furniture Purchase for Senior Center Offices and Multi-Purpose Areas Utilizing Omnia Contract Purchasing Agreement to WorkSpace Interiors.**

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

Action Form No.: AF-75-2026  
 Work Session: April 6, 2026  
 First Reading: N/A  
 Final Adoption: April 7, 2026  
 Staff Work By: Shirley Buchanan  
 Presentation By: Tyler Wicks

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**Strategic Focus Area: Efficient and Responsive Government**

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**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
 If approved, the City will purchase office furniture and furnishings for the Senior Center staff offices and multi-purpose room areas in the amount of \$74,626.73 through the Omnia Purchasing Contract.

The renovation of the Senior Center is nearing completion, and the facility requires updated furniture to support staff operations and program delivery. The existing office furniture was originally donated through Eastman salvage over 40 years ago and has exceeded its useful life. Replacement is necessary to ensure functionality, durability, and alignment with the newly renovated facility.

Senior Center staff solicited estimates from office furniture vendors and evaluated cooperative purchasing options. Workspace Interiors, the authorized Steelcase distributor for the region, provided a quote of \$74,626.73 utilizing the Omnia Contract:HON:R240117,KI:R240109. This pricing was compared against other cooperative purchasing options, including Sourcewell, and was determined to be the lowest and most advantageous.

Of the total cost, \$50,000 will be funded through a grant from the Tennessee Department of Disability and Aging (TDDA), previously approved by the Board of Mayor and Aldermen in November 2025 (AF-293-2025). The remaining \$24,626.73 will be funded through the Senior Advisory Council Fund Balance.

- Attachments:**
1. Resolution
  2. Proposal Letter
  3. Final Quote

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

Item X110.

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS TO WORKSPACE INTERIORS FOR FURNITURE AND FURNISHINGS AT THE KINGSPORT SENIOR CENTER UTILIZING OMNIA PARTNERS CONTRACTS # HON:R240117, AND #KI:R240109

WHEREAS, the senior center has undergone recent renovations which are nearing completion and as part of the overall project replacement of the existing furniture, which has exceeded its useful life, was identified as a need; and

WHEREAS, staff recommends the purchase of furniture and furnishings, utilizing Omnia Partners Contracts #HON:R240117 and #KI:R240109, for use by the Kingsport Senior Center for the staff offices and multi-purpose room areas; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1205; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to WorkSpace Interiors, in the amount of \$76,083.34; and

WHEREAS, funding for this furniture is split, \$50,000.00 from a Grant with the State of Tennessee Department of Disability and Aging, and the additional \$26,083.34 will be provided from the Senior Advisory Council Fund Balance.

Now therefore,

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

SECTION I. That the city manager is authorized to execute purchase orders to WorkSpace Interiors for purchase furniture and other furnishing, utilizing Omnia Partners Contracts #HON:R240117 and #KI:R240109, for the Kingsport Senior Center for the staff offices and multi-purpose room areas, in the amount of \$76,083.34.

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 7th day of April, 2026.

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

ATTEST:

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

Item X110.

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY

April 1, 2026

City of Kingsport  
1200 E Center St. Suite 121  
Kingsport, TN 37660

Dear Lori,

On behalf of Workspace Interiors, we appreciate the opportunity to submit this proposal for the renovation on the City of Kingsport Senior Center. Please see pricing below for each space.

Priced under Omnia Contract: HON: R240117, KI: R240109

Copy/Work Area: **\$12,337.38**

Multi-Purpose Area: **\$29,670.94**

Office 104: **\$3,499.62**

Office 105: **\$3,695.11**

Office 106: **\$5,459.36**

Office 107: **\$8,933.55**

Reception: **\$1,301.70**

Freight and Surcharges: **\$1,840.18**

WSI Installation: **\$7,888.89**

**Grand Total: \$74,626.73**



Success begins inside.

**Tri-Cities WorkLife Center**  
200 E. Main St., Ste 300  
Kingsport, TN 37660

T: 423.392.2600  
F: 423.392.2601  
www.workspaceinteriors.com

We appreciate this opportunity and look forward to discussing it in more detail. Please do not hesitate to reach out for questions or additional information.

Respectfully,

**Tyler Clark**  
Sales Executive | **WorkSpace Interiors**  
M: 276-494-1209

Ref #: Q50213

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Item X110.

# KINGSPORT SENIOR CENTER OFFICE RENOVATION



+



## Product Selection and Budgetary Pricing

Salesperson: Tyler Clark

1200 East Center Street

Kingsport, TN 37660

03/13/26

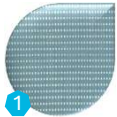
*Item XI10.*

Approved Renderings and Drawings:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# RECEPTION 102



1  
Fog  
Mesh



2  
Titanium Frame  
and Base

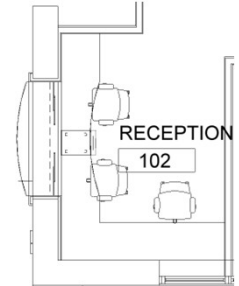


3  
Whisper Vinyl  
Pavestone



4  
Regatta Lumbar  
Accent

KEY PLAN



## Product Selection

- (3) Mesh Back Task Chairs with Adjustable Lumbar and Height Adjustable Arms

# COPY/WORK 103



1  
Kingswood Walnut  
Laminate



2  
C.F. Stinson Sea  
of Clouds Atlantic



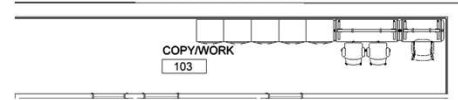
3  
Platinum  
Textured



4  
Designer White  
Laminate



5  
Tarragon Paint



KEY PLAN



## Product Selection

- (1) 24x48 Flip-Top Training Table with Adjustable Legs on Casters
- (1) Nesting Chair on Casters
- (5) 20x24 Mobile Storage Units with Doors, Drawers, and Locking (39"H)
- (1) 24x72 Flip-Top Bar Height Table with Adjustable Legs on Casters
- (2) Mesh Back Task Stools with Adjustable Lumbar and Height Adjustable Arms

Item X110.

# OFFICE 104



1  
Kingswood Walnut  
Laminate



2  
Momentum  
Yarnplay CV  
Pacific



3  
C.F. Stinson  
Cassidy 2.0 Parrot



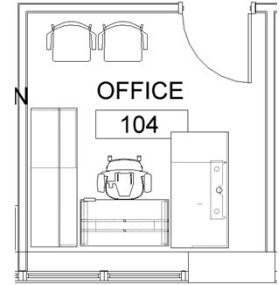
4  
Silver Texture



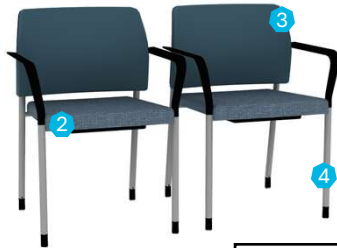
Sweep  
Pull Type



5  
Satin Nickel  
Pull Finish



KEY PLAN



Item XI10.

## Product Selection

- (1) Mesh Back Task Chairs with Adjustable Lumbar and All Adjustable Arms
- (2) Guest Chairs
- (1) L-Shape Desk with:
  - 24x48 Height Adjustable Surface
  - 24x72 Credenza with Lateral File Storage
  - 30x60 Desk with BBF Pedestal
  - Cable Management
  - Single Monitor Mount

# OFFICE 105



1  
Kingswood Walnut  
Laminate



2  
Momentum  
Yarnplay CV  
Pacific



3  
C.F. Stinson  
Cassidy 2.0 Parrot



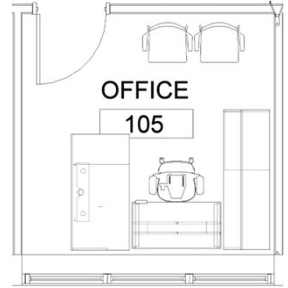
4  
Silver Texture



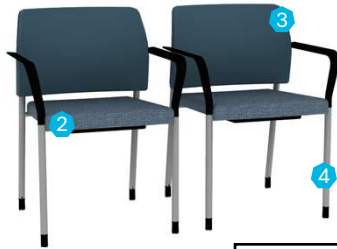
Sweep  
Pull Type



5  
Satin Nickel  
Pull Finish



KEY PLAN



Item XI10.

## Product Selection

- (1) Mesh Back Task Chairs with Adjustable Lumbar and All Adjustable Arms
- (2) Guest Chairs
- (1) L-Shape Desk with:
  - 24x48 Height Adjustable Surface
  - 24x72 Credenza with Lateral File Storage
  - 30x60 Desk with BBF Pedestal
  - Cable Management
  - Dual Monitor Mount

# OFFICE 106



1 Kingswood Walnut Laminate



2 Momentum Yarnplay CV Pacific



3 C.F. Stinson Cassidy 2.0 Parrot



4 Silver Texture



Sweep Pull Type



5 Satin Nickel Pull Finish

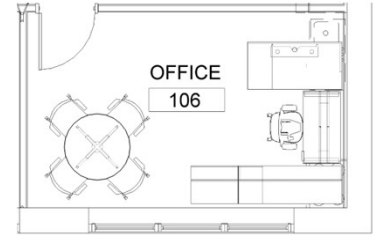


6 Platinum Textured



7 C.F. Stinson Cassidy 2.0 Mirage

KEY PLAN



## Product Selection

- (1) Mesh Back Task Chairs with Adjustable Lumbar and All Adjustable Arms
- (4) Guest Chairs with Casters
- (1) 42" Soft Square Conference Table
- (1) L-Shape Desk with:
  - 24x48 Height Adjustable Surface
  - 24x66 Credenza with FF Pedestal
  - 30x60 Desk with BBF Pedestal
  - Cable Management
  - Dual Monitor Mount
- (1) 24x30 Lateral File

Item XI10.

# OFFICE 107



1  
Kingswood Walnut  
Laminate



2  
Vast Beach  
Vertical Fabric



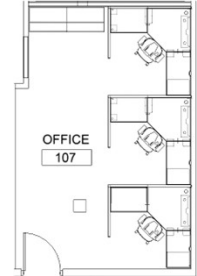
3  
Muslin Paint



4  
Satin Nickel  
Pull Finish



Sweep  
Pull Type



KEY PLAN



## Product Selection

- (3) Mesh Back Task Chairs with Adjustable Lumbar and All Adjustable Arms
- (2) 50"H Cubicles:
  - 24x42 Worksurface with BBF Pedestal
  - Corner Worksurface
  - 24x46 Return
  - Cable Management
- (1) 50"H Cubicle:
  - 24x36 Worksurface with BBF Pedestal
  - Corner Worksurface
  - 24x46 Return
  - Cable Management
- (2) 24x36 Lateral File
- (3) Single Monitor Mounts

Item XI10.

# MULTI-PURPOSE 108



1  
Kingswood Walnut  
Laminate



2  
C.F. Stinson Sea  
of Clouds Atlantic



3  
C.F. Stinson  
Cassidy 2.0 Mirage



4  
C.F. Stinson Cassidy  
2.0 Parrot



5  
Momentum  
Yarnplay CV Pacific



6  
Textured  
Charcoal

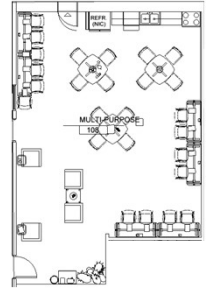


7  
Pinnacle  
Laminate



8  
Platinum  
Textured

KEY PLAN

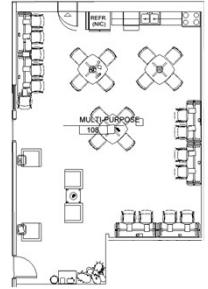


## Product Selection

- (3) 42" Soft Square Café Tables with Shroud
- (6) 24x72 Flip-Top Training Tables with Soft Edges on Casters
- (12) Upholstered Café Chairs with Arms
- (14) Nesting Chairs on Glides
- Lounge Seating for (4) with (1) End Table and (2) Personal Tables
- (1) 22x30 Mobile Service Cart

Item XI10.

# MUTLI-PURPOSE 108



KEY PLAN





**AGENDA ACTION FORM**

**Consideration of a Resolution Approving a Supplemental Agreement to the Inter-Local Cooperation Agreement between the Emergency Communications District and City of Kingsport.**

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

Action Form No.: AF-97-2026  
 Work Session: April 6, 2026  
 First Reading: N/A  
 Final Adoption: April 7, 2026  
 Staff Work By: Bart Rowlett  
 Presentation By: Chris McCartt

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**Strategic Focus Area: 1. Efficient & Responsive Government**

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**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
 This resolution approves a supplemental agreement to the inter-local cooperation agreement between City and the Emergency Communications District of the City of Kingsport (ECD) to implement certain tasks, add a dedicated manager position, and commit additional funding for the current fiscal year.

Last year, a subcommittee of the ECD board studied possible solutions to address staff stressors and turnover. The subcommittee identified as solutions certain tasks which the city could perform to reduce non-emergency call volume related to utilities and other city services. These tasks include a public relations educational campaign on the proper uses of non-emergency (246-9111) and emergency (911) calls, implementation of a phone tree to facilitate proper routing of incoming calls, and removing background check tasks from ECD personnel. Additionally, a dedicated manager for ECD, was recommended. Previously management duties have been performed by a designated police officer.

As consideration for city's performance of the identified tasks the solutions the ECD board approved an increase in the reimbursement from ECD for services as well as an additional contribution of 50% of the total salary and benefit cost for a new dedicated ECD manager. The increased reimbursement sum also more closely aligns the cost share ratio with that of the City of Bristol and its emergency communications district.

ECD's reimbursement to the city under the supplemental agreement will be \$477,142.25 for fiscal year 2026, whereas prior thereto ECD's reimbursement was \$390,000.

- Attachments:**
1. Resolution
  2. Supplemental Agreement

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

Item XI11.

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

A RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT TO THE INTER-LOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT, TENNESSEE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in July, 2014 the board approved a resolution authorizing the mayor to sign an interlocal agreement with the Kingsport Emergency Communications District (KECD) establishing the terms and conditions by which each entity shall provide facilities, services, and employees necessary to operate and maintain communication services for both the KECD and city (Res. No. 2015-113); and

WHEREAS, since execution of the July, 2014 agreement various amendments and supplemental agreements have been entered into to address operations, personnel, and financial needs of KECD and the city (see Res. No. 2017-140, Res. No. 2018-010, Res. No. 2020-152, Res. No. 2024-136, Res. No. 2025-013); and

WHEREAS, last year a subcommittee of KECD performed a study of possible solutions to reduce operational stressors and therefore improve dispatcher retention and performance; and

WHEREAS, a public educational campaign, implementation of a call priority routing system, and removal of non-communications duties from dispatchers were identified as efforts which the city could assist with to reduce operational stressors; and

WHEREAS, city staff agreed they could assist with these efforts, which have already been implemented; and

WHEREAS, in addition, recommendation was made to hire a full time dedicated manager in lieu of a sworn officer charged with management responsibilities for KECD; and

WHEREAS, as consideration for City's performance KECD agreed to increase its financial contribution to \$433,319 plus one-half of the salary and benefits costs for the new dedicated manager position; and

WHEREAS, it is recommended the board approve a supplemental agreement to the interlocal agreement to incorporate these changes.

Now therefore,

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

SECTION I. That the Supplemental Agreement to the Third Amended Agreement with the Kingsport Emergency Communications District of the City of Kingsport is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements

of Article X, Section 10 of the Charter of the City of Kingsport, the Supplemental Agreement to the Third Amended Agreement with the Kingsport Emergency Communications District of the City of Kingsport and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE CITY OF KINGSPORT, TENNESSEE  
AND  
THE EMERGENCY COMMUNICATIONS DISTRICT  
OF THE CITY OF KINGSPORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT ESTABLISHING POLICIES AND PROCEDURES  
FOR MUTUAL AID AND COORDINATION OF EMERGENCY COMMUNICATIONS SERVICE

**THIS SUPPLEMENTAL AGREEMENT** made and entered into as of June, 2025 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

WITNESSETH

**WHEREAS**, DISTRICT, by its Resolution adopted on June 19, 2025, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

**WHEREAS**, CITY, by its Resolution No. \_\_\_\_\_ - 2025, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

**NOW, THEREFORE**, the premises considered, the parties agree as follows:

SECTION A. That the Agreement be and hereby is amended by amending Paragraph a. to Section 4 relating to Employees, which said paragraph to read as follows:

**4. Employees.**

a. one (1) civilian position dedicated solely to 9-1-1, as Executive Director, to serve in an advisory capacity to the Board of Directors of DISTRICT; and, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and,

SECTION B. That the Agreement be and hereby is amended by amending Section 6 relating to Administrative Services, by adding new paragraphs, which said paragraphs to read as follows:

**6. Administrative Services**

CITY will immediately begin a public relations campaign to educate the public on the proper use of 246-9111 for non-emergencies, limiting the use of 9-1-1 to true emergencies. In cooperation with QTY's campaign, DISTRICT will coordinate with the State of Tennessee to implement best practices to authorize Telecommunicators to quickly reject and/or redirect non-emergency calls to 246-9111 and conserve resources for true emergencies.

CITY will arrange for an alternate method of non-emergency communication that is satisfactory to both parties and redirects non-emergency calls to 246-9111 for anything other than public safety away from the 9-1-1 Center using technology like a phone tree or perhaps a 3<sup>rd</sup> party call center or 3-1-1. Both parties acknowledge that non-emergency calls unrelated to emergency medical services, police or fire shall not be directed through the 9-1-1 Center.

CITY Police Department will discontinue using Telecommunicators to conduct detailed background checks. These time-consuming tasks require Telecommunicators to manage multiple screens simultaneously, diverting their attention, increasing the risk of errors, and contributing to heightened stress levels.

SECTION C. That the Agreement be and hereby is amended by amending Paragraph a. to Section 12 relating to Consideration, which said paragraph to read as follows:

**12. Consideration.**

a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be FOUR HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED NINETEEN AND 00/100's DOLLARS (\$433,319.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

SECTION D. That the Agreement be and hereby is amended by adding a new paragraph, to Section 12 relating to Consideration, to be numbered d., which said paragraph to read as follows:

**12. Consideration.**

d. Additional payment for a salary supplement for civilian Executive Director position, of up to fifty percent (50%) of the total cost of salary and benefits, increasing annually following the city's pay plan.

**IN WITNESS WHEREOF**, the parties have executed this supplemental agreement as of the day and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7<sup>th</sup> day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE CITY OF KINGSPORT, TENNESSEE  
AND  
THE EMERGENCY COMMUNICATIONS DISTRICT  
OF THE CITY OF KINGSPORT, TENNESSEE

INTER-LOCAL COOPERATION AGREEMENT  
ESTABLISHING POLICIES AND PROCEDURES FOR  
MUTUAL AID AND COORDINATION OF  
EMERGENCY COMMUNICATIONS SERVICE

**THIS SUPPLEMENTAL AGREEMENT** made and entered into as of June, 2025 by and between the City of Kingsport, hereinafter called "CITY", and the Emergency Communications District of the City of Kingsport, Tennessee, hereinafter called "DISTRICT."

W I T N E S S E T H

**WHEREAS**, DISTRICT, by its Resolution adopted on June 19, 2025, authorized the execution of this supplemental inter-local cooperation agreement between DISTRICT and CITY;

**WHEREAS**, CITY, by its Resolution No. \_\_\_ - 2025, authorized the execution of this supplemental inter-local cooperation agreement between CITY and DISTRICT;

**NOW, THEREFORE**, the premises considered, the parties agree as follows:

**SECTION A.** That the Agreement be and hereby is amended by amending Paragraph a. to Section 4 relating to Employees, which said paragraph to read as follows:

4. **EMPLOYEES.**

- a. one (1) civilian position dedicated solely to 9-1-1, as Executive Director, to serve in an advisory capacity to the Board of Directors of DISTRICT; and, to supervise the operations of Central Dispatch to include training, scheduling of manpower, payroll, budget, etc., for a more closely supervised operation and to otherwise utilize enhanced management practices; and,

**SECTION B.** That the Agreement be and hereby is amended by amending Section 6 relating to Administrative Services, by adding new paragraphs, which said paragraphs to read as follows:

6. **ADMINISTRATIVE SERVICES.**

...

CITY will immediately begin a public relations campaign to educate the public on the proper use of 246-9111 for non-emergencies, limiting the use of 9-1-1 to true emergencies. In cooperation with CITY's campaign, DISTRICT will coordinate with the State of Tennessee to implement best practices to authorize Telecommunicators to quickly reject and/or redirect non-emergency calls to 246-9111 and conserve resources for true emergencies.

CITY will arrange for an alternate method of non-emergency communication that is satisfactory to both parties and redirects non-emergency calls to 246-9111 for anything other than public safety away from the 9-1-1 Center using technology like a phone tree or perhaps a 3<sup>rd</sup> party call center or 3-1-1. Both parties acknowledge that non-emergency calls unrelated to emergency medical services, police or fire shall not be directed through the 9-1-1 Center.

CITY Police Department will discontinue using Telecommunicators to conduct detailed background checks. These time-consuming tasks require Telecommunicators to manage multiple screens simultaneously, diverting their attention, increasing the risk of errors, and contributing to heightened stress levels.

**SECTION C.** That the Agreement be and hereby is amended by amending Paragraph a. to Section 12 relating to Consideration, which said paragraph to read as follows:

12. **CONSIDERATION.**

- a. DISTRICT shall, out of the emergency telephone service charge levied upon service users of the DISTRICT, reimburse CITY for the expenses incurred by it for providing leasehold premises, employees, and administrative services. The annual amount of such reimbursement shall be FOUR HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED NINETEEN AND 00/100's DOLLARS (\$433,319.00). The total reimbursement shall be divided into four equal payments. One fourth of the reimbursement shall be due each quarter upon invoice by CITY.

**SECTION D.** That the Agreement be and hereby is amended by adding a new paragraph, to Section 12 relating to Consideration, to be numbered d., which said paragraph to read as follows:

12. **CONSIDERATION.**

- d. Additional payment for a salary supplement for civilian Executive Director position, of up to fifty percent (50%) of the total cost of salary and benefits, increasing annually following the city's pay plan.

[remaining paragraphs to be renumbered]

**IN WITNESS WHEREOF**, the parties have executed this supplemental agreement as of the day and year first above written.

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

\_\_\_\_\_  
KENNETH CALVERT  
Chairman

ATTEST:

\_\_\_\_\_  
SCOTT BOYD  
Secretary

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
PAUL W. MONTGOMERY  
Mayor

ATTEST:

\_\_\_\_\_  
TRAVIS BISHOP  
City Recorder

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving an Agreement with Raftelis Consulting Expanding the Scope of Services for CIS Project Support for Go Live and Post Live Processes**

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

Action Form No.: AF-90-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Floyd Bailey  
Presentation By: Floyd Bailey

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**Strategic Focus Area: 1. Efficient & Responsive Government**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
This agreement is with the consulting group, Raftelis. The amendment adds the necessary billable hours to the Go Live Cutover and Post Live Implementation Support. Action forms AF-276-2024 and AF-321-2025 are the original contract and amendment #1, respectively.

The total addition to the scope of services cost is \$79,660 (316 billable hours) and includes all professional fees and anticipated project expenses.

FYI, In March 2026 the Board approved amendments to Hansen (CIS) Customer Information Solution (AF-68-2026) resulting in the need to amend our contract with Raftelis. Funding for this Project is identified in project WA-2607

- Attachments:**
- 1. Resolution
  - 2. Contract

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, LLC EXPANDING THE SCOPE OF SERVICES FOR CUSTOMER INFORMATION SOFTWARE IMPLEMENTATION MANAGEMENT SUPPORT CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on May 16, 2023, the board approved an agreement with Raftelis Financial Consultant for the development of a request for proposals for a customer information system vendor and vendor evaluation (Resolution No. 2023-242); and

WHEREAS, on October 1, 2024, the board approved the customer information system (CIS) and Raftelis software implementation management support (Res. No. 2025-071); and

WHEREAS, on December 2, 2025, the board approved an extension to the Agreement with Raftelis which increased the total number of hours and cost, and extended the Go-Live date to April, 2026 (Res. No. 2026-125); and

WHEREAS, staff recommends entering into an Agreement with Raftelis to expand the scope of services in order for Raftelis to provide continuing management support through the go-live process for the customer information system, specifically to provide project management support to the City's implementation team during the final two User Acceptance Testing (UAT) testing phases, end-user training, go-live and post-live support; and

WHEREAS, the total estimated fees to provide the continuing support is \$79,660.00 and includes all professional fees and anticipated project expenses; and

WHEREAS, the funding for the project is available in WA-2607.

Now therefore,

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

SECTION I. That Agreement with Raftelis Financial Services expanding the scope of services to provide project management support to the City's implementation team during the final two User Acceptance Testing (UAT) testing phases, end-user training, go-live and post-live support, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Agreement with Raftelis Financial Services expanding the scope of services for the implementation of management support of the CIS system, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material

provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

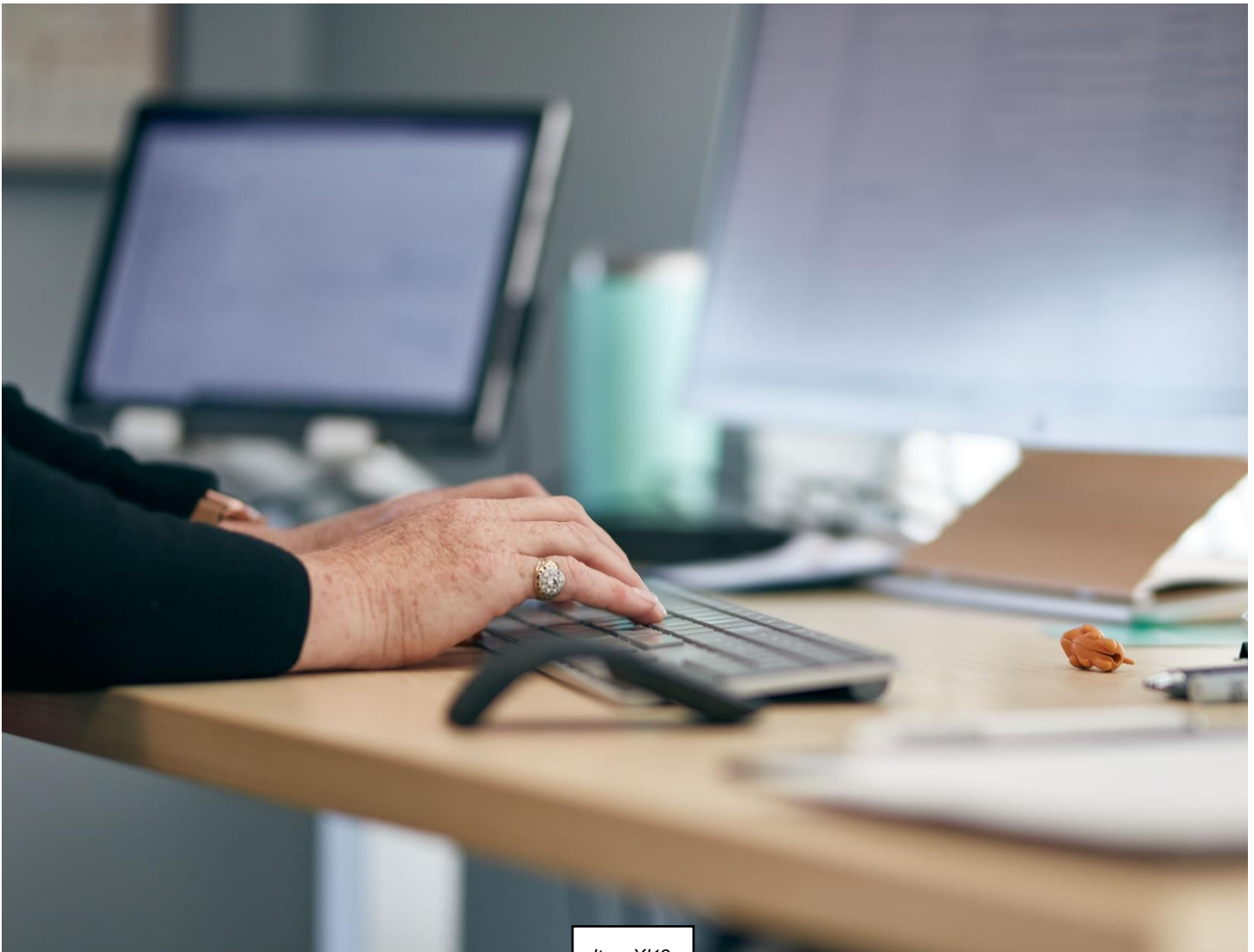
APPROVED AS TO FORM:

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

# City of Kingsport

## Proposal for Go Live Cutover and Post-Live Implementation Management Support

March 23, 2026



## SCOPE OF WORK

This scope of work is designed to provide continuing support through our go-live process on Hansen CIS. This will involve project management support to the City's implementation team during the final two UAT testing phases, end-user training, go-live, and post-live support.

### User Acceptance Testing (UAT)

Raftelis is helping to manage all aspects of Hansen's two UAT test phases so that the desired functionality, data conversion, and integrations are adequately tested and ready for system go-live. The first UAT test phase is the final phase including changes and updates to conversion, configuration, and integrations. The second UAT test phase will serve as a regression test with extremely limited changes to reduce risk of introducing any new issues before go-live.

#### ***UAT Deliverables:***

- ✓ UAT Test Plans and Test Reporting for UAT Phase 1 and Phase 2
- ✓ Work collaboratively with Hansen, City staff, and third-party vendors to help manage and execute the final system functionality, including integrations to various third-party systems

### Mock Go-Lives & Go-Live Cutover

Once UAT is complete, there are two Mock Go Lives, which are practice conversions in preparation of our final go-live weekend. Raftelis will participate in two mock go-lives to simulate the tasks and timeline of the actual go-live.

#### ***Mock Go-Lives & Go-Live Cutover Deliverables***

- ✓ Manage the adherence to the Cutover Strategy during two mock go-lives
- ✓ Manage the adherence to the Cutover Strategy during go-live
- ✓ Onsite management and support of go-live

### Post-live Support

Once Go Live cutover is complete, there are two months of post-live support that Raftelis will help to manage to close out the project. We will work with the City's Project Manager to resolve open issues, finalize business processes and roles, and complete a project close report.

#### ***Post-live Deliverables***

- ✓ Post-live Project Close Report

## PROJECT SCHEDULE

Raftelis' schedule of providing services to the City is dependent on Hansen's project schedule. This proposal assumes go live during April of 2026, with post live support through June 30, 2026. Raftelis does not make any representations or warranties with respect to the operation or effectiveness of Hansen's software solution. Raftelis is not responsible for impacts and/or delays to Hansen's project schedule due to circumstances or actions by others outside of our control.

## PROJECT FEES

The total estimated fees to provide the above scope of services within this proposal is \$79,660 and includes all professional fees and anticipated project expenses. Raftelis' services will be billed to the City monthly on a time and materials basis up to the not-to-exceed contract limit.

The table below provides an estimate of the allocation of resources amongst the tasks outlined above. However, since there is uncertainty as to the actual level of support required within each task, Raftelis reserves the right to shift hours between tasks, phases, or projects.

It has been our pleasure working with Kingsport on the CIS implementation project, and we look forward to the opportunity to support the City in the final phase of this engagement. If the terms of this engagement are acceptable, please sign in the space below and return a copy of the letter for our files. Should you have any questions or concerns regarding the contents of this Scope of Services, please do not hesitate to contact me at 803-413-1455 or [saukamp@raftelis.com](mailto:saukamp@raftelis.com).

**Kingsport, TN**  
2021 Proposed Scope of Services for Rate and Financial Services

Tasks	Hours			Total Fees & Expenses
	LA	SA	Total	
1. UAT Support	88	36	124	\$31,140
2. Mock Go Lives and Go Live Support	72	32	104	\$26,240
3. Post-live Support	64	24	88	\$22,080
<b>Total Estimated Meetings / Hours</b>	<b>224</b>	<b>92</b>	<b>316</b>	
<b>Hourly Billing Rate</b>	<b>\$225</b>	<b>\$275</b>		
<b>Total Professional Fees</b>	<b>\$50,400</b>	<b>\$25,300</b>	<b>\$75,700</b>	
			<b>Total Fees</b>	<b>\$75,700</b>
			<b>Total Expenses*</b>	<b>\$3,960</b>
			<b>Total Fees &amp; Expenses</b>	<b>\$79,660</b>

LA - Laurie Abrams - Senior Manager  
SA - Stacey Aukamp - Vice President

We, at Raftelis, offer the terms of this Scope of Services:

Signature	Date
Title	Name of authorized agent

We accept the terms of this Scope of Services:

Signature	Date
Title	Name of authorized agent



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

A RESOLUTION CHANGING THE TIME OF THE APRIL 20, 2026,  
WORK SESSION, IN ACCORDANCE WITH ARTICLE III, SEC. 7  
OF THE CHARTER OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, the board deems it necessary to change the time of the April 20, 2026 Work Session from 4:30 p.m. to 3:30 p.m.; and

WHEREAS, Article III, Section 7 of the Charter of the City of Kingsport authorizes the board to set the times and dates for meetings by resolution or ordinance.

Now therefore,

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

SECTION I. That in accordance with Article III, Sec. 7 of the Charter of the City of Kingsport, Tennessee, the board hereby April 20, 2026 Work Session from 4:30 p.m. to 3:30 p.m.

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

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Awarding the Purchase of Various Equipment for the New Ladder Truck Utilizing H-GAC Buy**

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

Action Form No.: AF-48-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Committee  
Presentation By: Fire Chief Jerry DeBerry

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved, this resolution authorizes the Kingsport Fire Department to purchase various items from Siddon’s Martin for the new ladder truck in the amount of \$ 51,877.61.

Their quote is the only purchase to be awarded that exceeds \$50,000.00 to require BMA approval. This will be bought utilizing HGACBUY contract #EE11-24. There were other quotes from 9 other vendors, including local vendors, that will also be awarded purchase orders.

With H-GAC Buy, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from H-GAC Buy have been competitively solicited by a lead public agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Total expected cost for the equipment will be approximately \$88,000.00. Funding will be available in account that will be set up by Rebecca Wilson, Budget Division.

- Attachments:**
- 1. Resolution
  - 2. Quote
  - 3. H-GAC Contract

Item X114.

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO SIDDONS MARTIN EMERGENCY GROUP UTILIZING AN H-GAC COOPERATIVE PURCHASING AGREEMENT NO. EE11-24 FOR VARIOUS ITEMS FOR THE NEW LADDER TRUCK FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, staff recommends the purchase of various items utilizing H-GAC Cooperative Purchasing Agreement No. EE11-24, for use by the Kingsport Fire Department; and

WHEREAS, the city participates in the H-GAC cooperative purchasing; and

WHEREAS, Tenn. Code Ann. § 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Siddons Martin Emergency Equipment, in the amount of \$51,877.61 and

WHEREAS, funding for this equipment is available in account no.: 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Siddons Martin Emergency Equipment for the purchase of various items utilizing H-GAC Cooperative Purchasing Agreement No. EE11-24, for use by the Kingsport Fire Department in the amount of \$51,877.61.

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 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Siddons-Martin Emergency Group  
 1506 I-35W  
 Denton, TX, 76201  
 USA  
 Phone:

# ESTIMATE

DO NOT PAY

Customer Info:

Kingsport, City of (TN)  
 Accounts Payable  
 415 Broad Street  
 Kingsport, TN, 37660  
 USA

Document Info:

Quote #: 700-0039088  
 Taken By: Joe Pennington  
 Expiration Date: 02/27/2026

Item #	Description	Quantity / Unit	Unit Price	Amount
242204	LHT-6# FLAT AXE OAL 35" FIBERGLASS HANDLE w/TEXTURED DEER HOOF GRIP YELLOW FAY-6	2.00 / EA	67.65	135.31
242872	LHT-6# PICK AXE 35" OAL FIBERGLASS HANDLE w/TEXTURED DEER HOOF GRIP YELLOW PAY-6	4.00 / EA	69.61	278.44
154702	FHU-30" PRO BAR FORCIBLE ENTRY HALLIGAN TYPE BAR PB-30	2.00 / EA	240.35	480.70
154715	FHU-6' NY ROOF HOOK STEEL RH-6	2.00 / EA	120.75	241.50
242926	LHT-AMERICAN HOOK 10' OAL POLE w/RUBBER BUMPER HIZVIZ YELLOW PLY-10AH-B	1.00 / EA	85.94	85.94
166937	LHT-AMERICAN HOOK OAL 12' POLE w/RUBBER BUMPER HIZVIZ YELLOW PLY-12AH-B	1.00 / EA	90.77	90.77
154720	FHU-8' NY ROOF HOOK STEEL RH-8	2.00 / EA	133.40	266.80
242931	LHT-DRYWALL HOOK 4' OAL POLE w/D HANDLE HIZVIZ YELLOW PLY-4DH-D	2.00 / EA	101.12	202.24
182573	SLI-VULCAN 180 VEHICLE MOUNT SYSTEM 12V DC DIRECT WIRE RACK w/QUICK RELEASE SHOULDER STRAP ORANGE	4.00 / EA	227.67	910.66

Item X114.



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Document Info:

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44315

020473	BFE-BUCKEYE ABC DRY CHEMICAL EXT 20lb 10A:120B:C 12120	1.00 / EA	153.24	153.24
096552	BFE-BUCKEYE 2.5 GAL WATER EXT 2A 50000	1.00 / EA	129.95	129.95
165723	KOC-TRIPLE HOLDER (1) K07 & (2) K01 K48-3-P18-P09	2.00 / EA	139.00	278.00
165711	KOC-ADJUSTABLE SINGLE HEAD HYDRANT WRENCH (CRS) -FG- K07-P18	1.00 / EA	44.46	44.46
165733	KOC-SET OF (4) STORZ x SPANNER WRENCH w/HLDR BLACK KS34-P18	1.00 / EA	162.33	162.33
154668	FHU-36" NON CONDUCTIVE BOLT CUTTERS NCBC-36	1.00 / EA	132.83	132.83
243611	ROADSIDE SAFETY TRAFFIC CONES XG28-5PK	1.00 / EA	161.00	161.00
186609	TFT-ADAPTER 2.5" NHM x 2.5" NHM RIGID MALE TO RIGID MALE  AA6NJ-NJ	2.00 / EA	55.20	110.40
186616	TFT-ADAPTER 2.5" NHF x 2.5" NHF SWIVEL ROCKER LUG TO SWIVEL ROCKER LUG AA7NJ-NJ	2.00 / EA	96.00	192.00
186589	TFT-ADAPTER 2.5" NHF x 1.5" NHM RIGID FEMALE ROCKER LUG TO RIGID	1.00 / EA	57.50	57.50



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MALE (ORDERED IN QTY  
 OF 2)

AA5NJ-NF

355958	TFT AA5NJ-ND ADAPTER 2.5"NHF X 1.0"NHM	1.00 / EA	99.48	99.48
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LENPN

186564	TFT-ADAPTER 5" STORZ x 2.5" NHM M RIGID TO RIGID MALE	2.00 / EA	265.08	530.15
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AA2ST-NJ

186545	TFT-ADAPTER 5" STORZ x 2.5" NHF RIGID TO SWIVEL FEMALE ROCKER LUG	2.00 / EA	327.75	655.50
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AA12ST-NJ

186630	TFT-ELBOW 5" STORZ x 4.5" NHF RIGID TO SWIVEL HANDLE	1.00 / EA	400.20	400.20
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AH3HST-NR

186679	TFT-VALVE 2.5" FEMALE x 2.5" MALE SLOW CLOSE AV5NJ-NJ-SC	2.00 / EA	546.83	1,093.65
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294341	DTC-ADJUSTABLE CLASS 2 SAFETY VEST/BREAK- AWAY DESIGN V1000	4.00 / EA	15.43	61.73
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154622	FHU-ELEVATOR KEY SET EKS-12	1.00 / EA	201.25	201.25
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154601	FHU-DOUBLE DROP ELEVATOR KEY DD-KEY	1.00 / EA	36.80	36.80
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Item X114.



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154651	FHU-K-TOOL LEATHER POUCH TWO LOCK TOOLS KEYS SHOVE KNIFE & INSTRUCTIONS ON THROUGH THE LOCK METHODS KTKIT	1.00 / EA	165.60	165.60
355958	BOSTON LEATHER 6545 1.5 RADIO STRAP W MIC LOOP AND SCISSORS STRAP SIX XL	3.00 / EA	39.54	118.61
	LENPN			
355958	BOSTON LEATHER 5610 SUPER ADJUSTABLE RADIO HOLDER LENPN	3.00 / EA	25.36	76.07
186685	TFT-JUMBO BIV 5" STORZ RIGID x 6" FEMALE SWIVEL SHORT HANDLE NO CAP	2.00 / EA	2,218.35	4,436.70
	AX1ST-NX			
241382	TEMPEST VS-16-G-1.5 16" 910-1300	1.00 / EA	2,869.01	2,869.01
173261	PAC-BOLT CUTTERS MOUNTING KITT K5029-1	1.00 / EA	45.40	45.40
001272	PAC-TRAC TOOL MOUNT 1004 YELLOW 1004	30.00 / EA	35.97	1,079.16
183870	SPC-2.5" QUICLOC MOUNTING PLATE ZINC CP w/GASKET QL48Z25C	5.00 / EA	38.64	193.20



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183869	SPC-1.5" NST QUICLOC MOUNTING PLATE ZINC CHROME PLATED FINISH w/BODY GASKET QL48Z15C	5.00 / EA	38.57	192.86
154594	FHU-EXTINGUISHER HARNES CARRYING SYSTEM CH-312	2.00 / EA	59.80	119.60
242163	FHU-EZ CAN BRACKET 33" LONG FITS 10" DIAMETER CAN EZ-CB	2.00 / EA	41.40	82.80
154664	FHU-MARRYING STRAP MS-1	1.00 / EA	16.10	16.10
001677	TPL-BLACK TURTLE TILE 12 IN X 12 IN X 3/4 IN 121234-BLK-PR	144.00 / EA	4.77	687.24
189608	ZIA-QUICK MOUNT HORIZONTAL BRACKET FOR 1" TO 1.3" DIA TOOLS 3085-190-000 VM-5	4.00 / EA	33.36	133.45
355958	Yates 371 Kevlar Truck Escape Belt LENPN	4.00 / EA	198.36	793.45
151598	ELK-XD SHUTOFF 1 3/8" WATERWAY 1.5" FNH INLET 1.5" MNH OUTLET NO PISTOL GRIP LASER ETCH BLACK 003XD0F	6.00 / EA	417.45	2,504.70
151747	ELK-CHIEF XD MID RANGE TIP 1.5" FNH 160GPM @ 50PSI ORANGE 04XD0171	6.00 / EA	566.38	3,398.25
151842	ELK-XD SMOOTH BORE SHORT BARREL 1.5" FNH	6.00 / EA	168.48	1,010.85



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	INLET 7/8" DISCHARGE 187 XD BLACK 66755007				
151651	ELK-XD SHUTOFF 1 3/8" WATERWAY 2.5"FNH INLET 1.5" MNH NO PISTOL GRIP LASER ETCH BLACK 0069XD0F	3.00 / EA	547.40	1,642.20	
151847	ELK-XD SMOOTH BORE SHORT BARREL 1.5"FNH INLET 1 1/16" DISCHARGE 187 XD BLACK 66758007	3.00 / EA	164.45	493.35	
151767	ELK-CHIEF XD TIP 1.5"FNH 250 GPM @ 50PSI 04XD0251	3.00 / EA	746.35	2,239.05	
164910	KEY-2.25"NH x 50' TRU ID DOUBLE JACKET GREEN HOSE RUBBER LINED w/ALUMINUM COUPLINGS DP22-TRU-50-G-ARN	12.00 / EA	319.46	3,833.49	
154487	SPT-HOSE, GLADIATOR, 1.75X50, FGN17X50W15N	24.00 / EA	310.08	7,441.92	
355958	KEY HOSE DP50-600 HY FLOW LDH KIGHTWEIGHT DOUBLE JACKET HOSE 100' WHITE 5" STOR LENPN	8.00 / EA	918.22	7,345.77	
355958	KEY HOSE DP50-600 HY FLOW LDH KIGHTWEIGHT DOUBLE JACKET HOSE 25' WHITE 5" STORZ LENPN	3.00 / EA	462.10	1,386.30	
353391	ELKHART TARIFF CHARGE	1.00 / EA	579.65	579.65	



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TARIFF CHARGE				
300065	EE11-24 HGAC BUY	1.00 / EA	0.00	0.00
300056	FREIGHT IS SUBJECT TO CHANGE WITHOUT NOTICE FREIGHT	1.00 / EA	1,800.00	1,800.00

**Total of All Services**

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$50,077.61	Sublet total	\$0.00
Freight total	\$ 1,800.00	Core charges	\$0.00
		Sales tax	\$0.00

**Total: \$51,877.61**

Item X114.

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 13453 - EE11-24

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed**

**subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Nov 01 2024 and ends Oct 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

**ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

**ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

**Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

**Price Increase**

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, [james.glover@h-gac.com](mailto:james.glover@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
  
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

**ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

**ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

**ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

#### **ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

#### **ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

#### **ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**Siddons Martin Emergency Group LLC**

**H-GAC**

Signature  Signed by:  
B2D885F9B5D14E7...

Name Jeffrey A. Doran  
Title Director - Order Management  
Date 10/30/2024

Signature  DocuSigned by:  
82EC270D5D61423...

Name Chuck Wemple  
Title Executive Director  
Date 11/7/2024

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 13453**

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

**ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

**ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

**ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Attachment A**  
**Siddons-Martin Emergency Group, LLC**  
**Emergency Medical, Safety, and Rescue Equipment**  
**Contract No.: EE11-24**

<b>Manufacturer</b>	<b>Item Description</b>	<b>HGACBuy Discount</b>
343 Fire	Medical Equipment	5%
Junkin Safety	Patient Handling & First Aid	15%
Lightning X	Medical Supplies & First Aid	5%
Line2 Design	First Aid & Medical Equipment	5%
PMI	Rescue Equipment	5%
Matrix Henry Schein	Medical Equipment & Supplies	5%
R&B Fabrications	Medical Supplies & Equipment	5%
343 Fire	Safety Vest	10%
Accurate Law Enforcement	Team Wendy Helmets	5%
Black Diamond	Boots	5%
Boston Leather	Belts, Suspenders, Radio Holders	5%
Bullard	Helmets	10%
CMC	Boots, Gloves, Helmets, & Eyewear	10%
Draeger	Helmets	10%
Dragon Fire	Gloves	5%
Ergodyne	Gloves, Safety Vest, Safety Glasses, & Hard Hats	5%
Fire Dex	Turnout Gear, Gloves, Boots, & Hoods	42%
Fireninja	Safety Vest, Eyewear, & Hearing Protection	10%
Gemtor	Harnesses, & Ladder/Escape Belts	15%
Groves Ready Rack	PPE Waher / Dryer & Decon Products	5%
Haix	Boots	5%
HexArmor	Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection	5%
Husky Portable Containment	Decon Shower & Pools	15%
Lakeland	Chemical Suits, Hand & Arm Protection, Safety Vest/Coats	5%
Line2 Design	Safety Vest	5%
Majestic	Hoods & Gloves	5%
Pac Mule Belts / JL2 Inc	Harness/Personal Safety Belt	5%
Peco Sales / Forestry Supplier	Helmets, Safety Vest, & Boots	5%
Phenix	Helmets	5%
PMI	Rope Gloves, & Helmets	5%
Portwest	Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots	5%
R&B Fabrications	Safety Vest	\$5
Rit Safety	Harnesses, Escape Belts, & Personal Search Lines	5%
SC Products	Decon Products	5%
Sensit / FireCraft	Gloves	5%
Shelby	Gloves	5%
Task Force Tips (TFT)	Gross Decon	25%
True North	Wildland Gear & Equipment	5%
Vanguard	Gloves	5%
343 Fire	Escape Bags, Hose Straps, & Ladder Boots	5%
Ajax Rescue Tools	Air Hammers	5%
ADH Fire Equipment Services Inc	Foam	10%
Akron	Nozzles, Monitors, Valves, & Lighting	5%
Alco-lite (Sam Carbis)	Ladders	5%
Amkus DeWalt	Rescue Tools & PPV Fans	3%
Arctic Compressor	Air Compressor	5%
B&B Fire	Nozzles, Valves,	20%
Blue Mountain / Sthil Dealer	Stihl Rescue Tools	15%
Buckeye Fire Equipment	Extinguishers	5%
Bullard	Thermal Imagers	5%
BullDog Hose	Fire Hose & Couplings	5%
Chemguard	Foam	5%
C&S Supply	Nozzles, Foam Products, Wildland Equipment, & Adapters	20%
CMC	Water Rescue, Rope Rescue, & Confined Space Rescue Equipment	10%
Command Light	Portable Lights	5%
Draeger	SCBA's & Gas Detection	10%
Duo Safety Ladder	Ladders	5%
Elkhart	Nozzles, Monitors, & Valves	20%
Fire Hooks Unlimited	Fire Tools, Hydra Ram, & Rescue Tools	5%
Firetech by HiViz LED Lighting	Light Towers and all Hi-Viz lighting products	5%
FireBull Enforcer	Foam	5%

Item X114.

**Attachment A**  
**Siddons-Martin Emergency Group, LLC**  
**Emergency Medical, Safety, and Rescue Equipment**  
**Contract No.: EE11-24**

Flamefighter	Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets	5%
Fol-Da-Tank	Portable Tanks, & Strainers	5%
Fox Manufacturing / Glas Master	Glass Removal Tool	5%
Great Wall of Rescue / Dunrite	Grain Bin Rescue	5%
Groves Ready Rack	Multi-Purpose Storage System & Hose winder	5%
Harrington	Gate Valve, Hydrant Valves, & Intake Valves	5%
Holmatro	Rescue Tools	5%
Husky Portable Containment	Folding Frame Tanks, Bladder Tanks, & Containment Tanks	5%
Key Fire Hose	Fire Hose	40%
Kocheck	Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps	20%
Kuriyama Fire Hose	Nozzles, & Hoses	5%
Leatherhead Tools	Fire Tools	5%
Little Giant	Ladders	10%
Makita	Rescue Tools & Portable Lights	5%
National Foam	Foam	5%
North American Fire Hose	Fire Hose	5%
Nupla	Hand Tools	5%
Performance Advantage	Tool Mounts, Brackets, & Bottle Holders	5%
Perimeter Solutions	Foam	5%
Pi Lit	Landing Zone Lights & Road Flare	5%
Peco Sales / Forestry Supplier	Wildland Tools	5%
Poly Tech	Rescue Tool Mounting Brackets	5%
PMI	Rescue Rope, Personal Flotation Device, & Water Rescue Equipment	5%
Power Hawk	Auto Crib It	5%
RamFan	Smoke Ejectors, Confined Space Fans, & PPV	5%
Red Head Brass	Couplings, Adapters, Valves, Nozzles & Fire Equipment	5%
Rescue Tech	Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment	5%
Rhyno	Windshield Cutter	5%
S&H Products	Nozzles, Wyes, Gated Valves, & Shut Off Valves	5%
SCBAS	Breathing Air System	5%
Scott 3M	SCBA Personal Breathing System	5%
Scotty Firefighter	Nozzles, Wrenches, Adapters, & Backpacks	5%
Sensible Products	Mounting Systems	10%
Sensit / FireCraft	Gas Detectors	0%
Siddons-Martin Poly Product	Tool Mounts	20%
Snap Tite / Fire Quip Hose	Fire Hose	5%
Streamlight	Portable Lights	5%
South Park Brass	Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches	5%
Super Vac	Positive Pressure, Confined Space, & Smoke Ejector Fans	15%
Task Force Tips (TFT)	Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes	25%
Team Equipment	FLIR Imagers, & Rescue Saws	8%
Teledyne/Detcon	Portable Gas & Flame Detection	5%
Tempest	Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment	5%
Tractel	Lifting / Hoisting Equipment	5%
Trident Emergency Products	Elbows, Adapter, Fittings, & Valves	20%
Turtle Plastics	Cribbing, Blocking, & Grain Bin Rescue	5%
U.S. Coupling	Equipment, Hose, & Couplings	5%
WaterAx	Pumps, associated products	5%
Whelen	All lighting Products	5%
Yates	Rope Rescue, Confined Space, Harnesses, & Lanyards	5%
Zephyr Industries	Wrenches, Tool Mounts, & Wheel Chocks	5%
Ziamatic Corp	Brackets, Bags, Tarps, & SCBA Storage	5%

Item X114.

### 3. Specifications/Categories/Scope of Work

**This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.**

#### 3.1. Categories

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of emergency medical, safety, and rescue equipment and supplies, to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program. In order to eliminate crossover and provide the most comprehensive selection of products to our members, HGACBuy is combining the previous EE08-19 Emergency Medical and Rescue Equipment contract and the EP11-20 Emergency Preparedness and Safety Equipment contract. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for equipment, supplies, or materials.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of services within each service category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Product categories are as follows:

**A. Emergency Medical Equipment:** comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

**B. Emergency Safety Equipment:** comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

**C. Emergency Rescue Equipment:** comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment,

Request For Proposal #EE11-24  
Title: Emergency Medical, Safety, and Rescue Equipment

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flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

(Category descriptions are not intended to be exhaustive or all-inclusive, but rather representative of the types of items in this category.)

### 3.2. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Apply and Accept a Grant from Enbridge.**

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

Action Form No.: AF-95-2026  
Work Session: April 6, 2026  
First Reading: April 7, 2026  
Final Adoption: April 7, 2026  
Staff Work By: Deputy Chief Terry Arnold  
Presentation By: Fire Chief Jerry DeBerry

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**Strategic Focus Area: Sustainable Infrastructure**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
Enbridge is offering a grant to the Kingsport Fire Department (KFD) in the amount of \$20,000.00 to send three (3) KFD personnel for training at TEEX Texas A & M. This is to attend the LNG training (Liquified Natural Gas). This training will train our personnel to better handle LNG plant/pipeline emergencies. The grant will cover all travel expenses including travel, class fees and backfill.

There will be no matching funds. The grant is funded in full.

**Attachments:**  
1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT FROM ENBRIDGE FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, the city, through the Kingsport Fire Department Department, would like to apply for a grant from Enbridge to send three (3) KFD personnel for training at TEEX Texas A & M for to attend the LNG training (Liquified Natural Gas); and

WHEREAS, the training will train KFD personnel to better handle LNG plant/pipeline emergencies and the grant will cover all travel expenses including travel, class fees and backfill; and

WHEREAS, the maximum amount of the grant award being \$20,000.00 and requires no local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Enbridge to send three (3) KFD personnel for training at TEEX Texas A & M for to attend the LNG training in the amount of \$20,000.00.

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

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Apply for and Receive a Grant from the Department of Justice, Bureau of Justice Assistance**

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

Action Form No.: AF-76-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Capt. Justin Quillin  
Presentation By: Chief Jason Bellamy

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**Strategic Focus Area: 4. Safe & Welcoming Community**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved, the Kingsport Police Department will receive a grant from the Department of Justice, Bureau of Justice Assistance, FY 25 Edward Byrne Memorial Justice Assistance Grant (JAG), for approximately \$28,157. The grant monies will be utilized to purchase equipment and/or technological improvements.

There are no matching fund requirements.

**Attachments:**  
1. Resolution

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

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

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2025 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city, through the Kingsport Police Department, has been notified that it is eligible for the Fiscal Year 2025 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology; and

WHEREAS, the grant funds are in the amount of \$28,157.00, and there is no required local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That an application for and receipt of a Fiscal Year 2025 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$28,157.00 to purchase equipment and technology for the Kingsport Police Department, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fiscal Year 2025 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution to Close the Steadman Cemetery Fund**

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

Action Form No.: AF-98-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Finance Staff  
Presentation By: Travis Bishop

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**Strategic Focus Area: 1. Efficient & Responsive Government**

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

The Steadman Cemetery Fund was originally established to account for and report restricted contributions provided by the heirs of Bonnie M. Steadman for the maintenance of the Steadman family cemetery. As of June 30, 2025, all restricted contributions have been fully expended, and the original purpose of the fund has been fulfilled.

If approved, this fund will be closed in accordance with applicable state law, the City Charter, and the City's financial policies. The resolution authorizes the City Recorder to make all necessary accounting entries to effectuate the closure of the Fund in the City's financial records and to reflect such action in the City's annual financial statements.

**Attachments:**

1. Resolution

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

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

A RESOLUTION CLOSING THE STEADMAN CEMETERY FUND  
AND PROVIDING FOR THE DISPOSITION OF REMAINING  
ASSETS AND LIABILITIES

WHEREAS, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee (the "City"), previously established the Steadman Cemetery Fund (the "Fund") for the purpose of accounting and reporting a contribution from the heirs of Bonnie M. Steadman to provide for the maintenance of the Steadman family cemetery; and

WHEREAS, the purpose for which the Fund was established has been fulfilled and is no longer necessary; and

WHEREAS, all restricted contributions of the Fund have been fully expended as of June 30, 2025 and is no longer necessary; and

WHEREAS, the City desires to formally close the Fund in accordance with applicable provisions of the Tennessee Code Annotated, the City Charter, and the City's adopted financial policies; and

WHEREAS, the City's City Recorder has reviewed the status of the Fund and recommends its closure.

Now, therefore,

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

SECTION I. The Steadman Cemetery Fund is hereby closed effective April 7, 2026.

SECTION II. The City Recorder is authorized and directed to ensure that all outstanding liabilities and obligations of the Fund are paid in full prior to final closure.

SECTION III. The City Recorder is authorized to make all necessary accounting entries to effectuate the closure of the Fund in the City's financial records and to reflect such action in the City's annual financial statements.

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Item XII.3.



**AGENDA ACTION FORM**

**Consideration of Resolution to Approve a Permit for a Carnival to Operate Temporarily at 4540 W. Stone Dr.**

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

Action Form No.: AF-94-2026  
Work Session: April 6, 2026  
First Reading: n/a  
Final Adoption: April 7, 2026  
Staff Work By: K. Weems  
Presentation By: Ken Weems

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**Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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**Recommendation:**

- Approve the resolution

**Executive Summary:**

If approved, this action will permit a carnival to temporarily operate at 4540 W. Stone Dr. from 4/29/2026 thru 5/3/2026. The proposed daily start times are 5pm on weekdays and noon on the weekend. Mr. Garth Nicely, owner of KGN Promotions LLC, is the same applicant that has successfully operated a temporary carnival at this site several times since 2020. The last time that a carnival permit was approved at this site for Mr. Nicely was in May of 2023. City Code Section 10-75 requires the board to issue a permit for any person to conduct a carnival.

**Attachments:**

1. Resolution
2. Application
3. Site Map

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

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

A RESOLUTION APPROVING A PERMIT TO OPERATE A  
CARNIVAL

WHEREAS, the owner of KGN Promotions LLC has applied to operate a carnival to be located at 4540 W. Stone Dr.; and

WHEREAS, the carnival is proposed to be operational from April 29, 2026 through May 3, 2026; and

WHEREAS, the B-3 zone classifies commercial entertainment as a principal use.

WHEREAS, Kingsport Code of Ordinances section 10-75 requires the board to issue a permit for any person to conduct a carnival.

Now therefore,

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

SECTION I. That the above referenced carnival permit is approved.

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

ADOPTED this the 7th day of April 2026.

\_\_\_\_\_  
PAUL W. MONTGOMERY, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**CARNIVAL PERMIT APPLICATION**

Applicant Name Garth Nicely

— First Middle Last Suffix

Home Address 1824 Sweetbriar  
RD \_\_\_\_\_ City Kingsport State TN Zip Code 37665

Business Name KGN Promotions LLC/ dba Fun time Family Amusements

Business Owner Garth Nicely

Business Address 1824 Sweetbriar  
RD \_\_\_\_\_ City Kingsport State Tn Zip Code 37665

Business Phone 423-817-2263 Business Email  
garth0480@yahoo.com

**Proposed location for carnival (attach a site plan to this application) :**

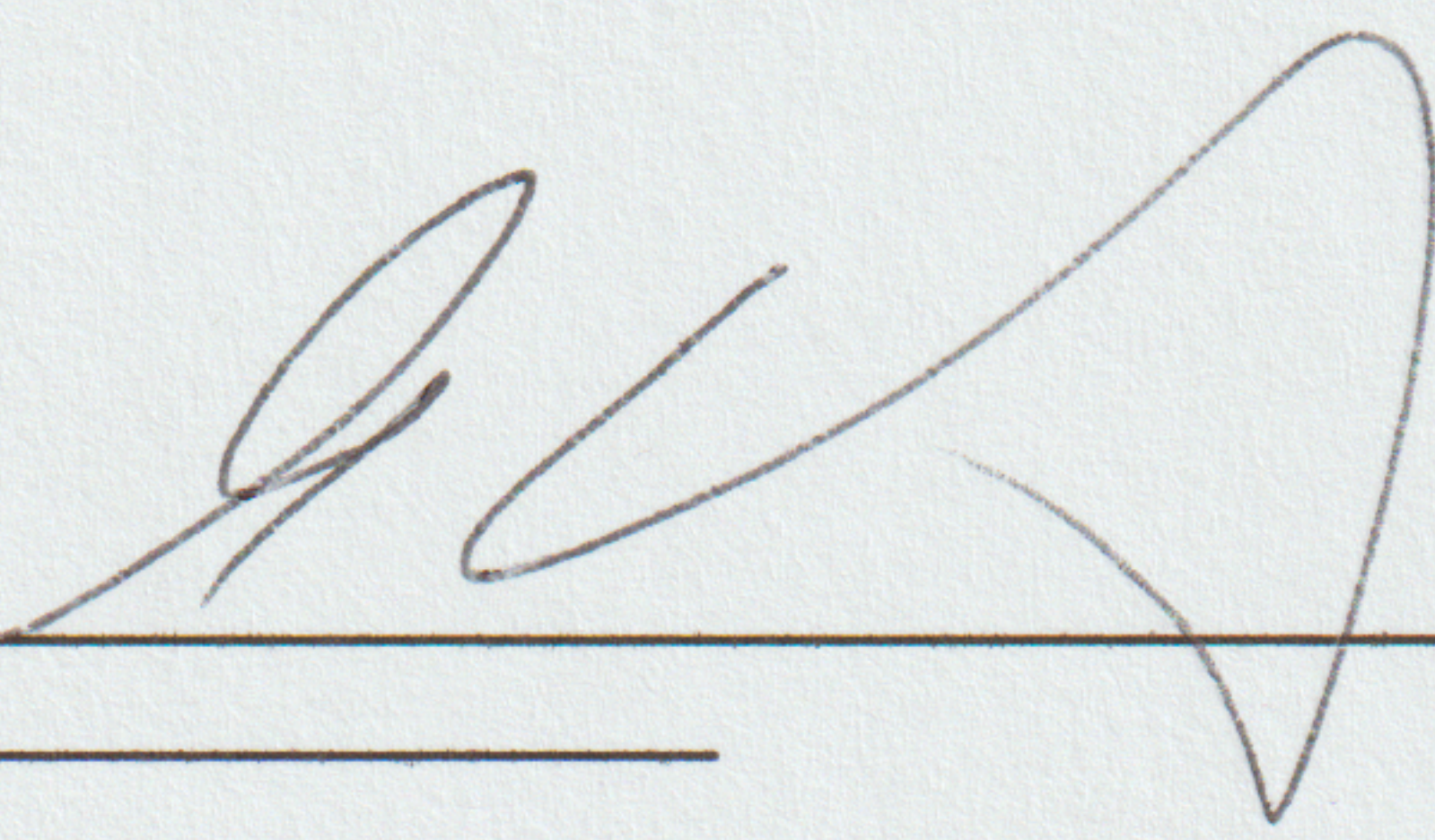
University Square Shopping Center 4540 Stone Dr Kingsport TN

**Proposed dates and times of operation:**

4/29/26 to 5/3/26 5pm weekdays 12 noon on Sat and sun

Has property owner permission been secured to operate a carnival at this location?  yes  no

Name of property owner: Frizzell Construction Inc. 423-764-5107 Property owner  
phone: \_\_\_\_\_



Map showing carnival area for 4540 W. Stone Dr.

(same location that has been approved for this carnival several times since 2020)





**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into a Lease Agreement with Suzuki Talent Education of Appalachia, Inc.**

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

Action Form No.: AF-99-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: T. Wicks & S. Buchanan  
Presentation By: Michael T. Borders

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**Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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**Recommendation:**  
Approve the Resolution

**Executive Summary:**

If approved, the City of Kingsport will enter into a lease agreement with Suzuki Talent Education of Appalachia, Inc., a non-profit organization, for approximately 690 square feet of space within the Renaissance Center at an annual rent payment of \$3,221.72.

Suzuki Talent Education of Appalachia has an established presence in the community, providing music education, performances, and cultural programming that align with the City’s strategic focus on enhancing cultural and recreational opportunities. Their continued occupancy at the Renaissance Center supports ongoing access to arts education and contributes to the vibrancy of the facility as a community center.

The proposed lease term runs through April 1, 2027, with the option for two additional one-year renewals. The agreement allows for use of designated office space, shared common areas, and limited access to additional rooms for programming and events. The organization is active and has filed their annual report with the secretary of state. This lease represents no significant changes from their prior lease agreement adopted in 2021.

This lease ensures continued activation of the Renaissance Center through consistent programming, community engagement, and support of the arts.

- Attachments:**
- 1. Resolution
  - 2. Lease Agreement

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayer	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING A LEASE AGREEMENT WITH SUZUKI TALENT EDUCATION OF APPALACHIA, INC. FOR SPACE AT THE RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Suzuki Talent Education of Appalachia, Inc. currently leases space from the city in the Renaissance Center, which expires in 2026; and

WHEREAS, Suzuki Talent Education of Appalachia, Inc.'s occupancy at the Renaissance Center supports ongoing access to arts education and contributes to the vibrancy of the facility as a community center; and

WHEREAS, staff recommends Suzuki Talent Education of Appalachia, Inc.'s continued lease of approximately 690 square feet of space within the Renaissance Center and entering into a lease agreement with the city with an annual rental payment of \$3,221.72 for a term of one (1) year, with the option of up to two (2) additional one (1) year renewal periods at the same rent.

Now therefore,

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

SECTION I. That a lease agreement with Suzuki Talent Education of Appalachia, Inc. for space in the Renaissance Center, 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 lease agreement with Suzuki Talent Education of Appalachia, Inc. for space in the Renaissance Center and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**RENAISSANCE CENTER  
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this 8th day of April, 2026, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Suzuki Talent Education of Appalachia, Inc., a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

**1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six hundred ninety (690) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

**2. Term.** The term of this Lease shall be until April 1, 2027, and shall commence to run on the date that it is made and entered into as set out above in the first paragraph. The Parties shall have

the option to renew this Lease for two (2) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on April 1, 2027, or the termination of any successive renewal term. This Lease shall be extended without any further instrument provided the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on April 1, 2029. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

**3. Use.** Tenant shall use the Premises for Suzuki including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

**4. Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand, Two Hundred Twenty One dollars and 72/100's (\$3,221.72), payable in two installments of One Thousand Six Hundred and Ten and 86/100 (\$1,610.86) dollars, in advance, on or before the first day of January and on or before the first day of July, provided the first payment in 2026 is due upon execution of the lease by Suzuki. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

**5. Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by Building Management, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not possess or store any alcoholic beverages, including beer, on the Premises.

**6. Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**7. Repair, Alterations, Additions.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

**8. Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**9. Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**10. Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

**11. Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

**12. Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

**13. Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

**14. Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

**15. Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

**16. Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to

erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

**17. Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RENAISSANCE CENTER**  
**LEASE AGREEMENT**

THIS LEASE, made and entered into as of this 8th day of April, 2026, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Suzuki Talent Education of Appalachia, Inc., a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

**1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, Six hundred ninety (690) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

**2. Term.** The term of this Lease shall be until April 1, 2027, and shall commence to run on the date that it is made and entered into as set out above in the first paragraph. The Parties shall have the option to renew this Lease for two (2) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on April 1, 2027, or the termination of any successive renewal term. This Lease shall be extended without any further instrument provided the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on April 1, 2029. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

**3. Use.** Tenant shall use the Premises for Suzuki including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

**4. Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Three Thousand, Two Hundred Twenty One dollars and 72/100's (\$3,221.72), payable in two installments of One Thousand Six Hundred and Ten and 86/100 (\$1,610.86) dollars, in advance, on or before the first day of January and on or before the first day of July, provided the first payment in 2026 is due upon execution of the lease by Suzuki. Tenant may, from time to time and with Landlord's approval, use additional space at a cost outlined in Exhibit A.

**5. Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by Building Management, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not possess or store any alcoholic beverages, including beer, on the Premises.

**6. Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**7. Repair, Alterations, Additions.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall

be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

**8. Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**9. Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**10. Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

**11. Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against

Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

**12. Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

**13. Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

**14. Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

**15. Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

**16. Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly

reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

**17. Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto executed this Lease on the day and date first above written.

**CITY OF KINGSPORT, TENNESSEE**

**SUZUKI TALENT EDUCATION OF  
APPALACHIA, INC.**

\_\_\_\_\_  
Paul Montgomery, Mayor

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Angie Marchal, Deputy City Recorder

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney

**EXHIBIT A**  
**RENAISSANCE CENTER**  
**LEASE AGREEMENT**  
**SUZUKI TALENT EDUCATION OF APPALACHIA, INC.**  
**(Effective April 8, 2026)**

1. Space included in this Lease for Tenant for total annual rent of \$3,221.72 (\$1,610.86 semi annual payment):

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
	Suzuki Offices	690

2. Additional access is provided for Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) of approximately 10,781 square feet to be used to facilitate the use of the spaced listed in Number 1 above.

3. Additionally, at no additional rental charge Tenant may use in 3 hour blocks of time (morning, afternoon or evening) up to 25 Blocks annually, based on availability the following:

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
306	Suzuki Group/Storage	713

4. Use of Gallery, Atriums and Room 228 will be allowed for press conferences and board meetings at no charge. Atrium may be used for recitals at managements discretion for no charge. The following rooms may be rented in 3-hour blocks of time on an 'as-available' basis.

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00
310	\$22.00



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into a Lease Agreement with Symphony of the Mountains**

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

Action Form No.: AF-100-2026  
Work Session: April 6, 2026  
First Reading: N/A

Final Adoption: April 7, 2026  
Staff Work By: T. Wicks & S. Buchanan  
Presentation By: Michael T. Borders

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**Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, the City of Kingsport will enter into a lease agreement with Symphony of the Mountains, a non-profit organization, for approximately 1,590 square feet of space within the Renaissance Center at an annual cost of \$7,812.36.

Symphony of the Mountains is a longstanding regional arts organization that provides performances and community engagement opportunities throughout the Appalachian Highlands. Their continued presence at the Renaissance Center supports the City's strategic focus on enhancing cultural and recreational opportunities and strengthens the facility's role as community center.

The proposed lease term runs through April 1, 2027, with the option for two additional one-year renewals. The agreement includes dedicated office and storage space, access to shared common areas, and limited use of rehearsal and event space. This lease represents no significant changes from their prior lease agreement adopted in 2021.

This lease ensures continued activation of the Renaissance Center through consistent programming, community engagement, and support of the arts.

**Attachments:**

- 1. Resolution
- 2. Lease Agreement

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION APPROVING A LEASE AGREEMENT WITH SYMPHONY OF THE MOUNTAINS FOR SPACE AT THE RENAISSANCE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Symphony of the Mountains currently leases space from the city in the Renaissance Center, which expires in 2026; and

WHEREAS, Symphony of the Mountains presence at the Renaissance Center enhances cultural and recreational opportunities and strengthens the facility's role as a community center; and

WHEREAS, staff recommends Symphony of the Mountains having a continued presence at the Renaissance Center and entering into a lease agreement with the city with an annual rental payment of \$7,812.06 for a term of one (1) year, with an option of up to two (2) additional one (1) year renewal periods at the same rent.

Now therefore,

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

SECTION I. That a lease agreement with Symphony of the Mountains for space in the Renaissance Center, 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 lease agreement with Symphony of the Mountains for space in the Renaissance Center and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**RENAISSANCE CENTER  
LEASE AGREEMENT**

THIS LEASE, made and entered into as of this 8th day of April, 2026, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Symphony of the Mountains, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

**1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Five Hundred Ninety (1,590) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

**2. Term.** The term of this Lease shall be until April 1, 2027, and shall commence to run on April 8, 2026. The Parties shall have the option to renew this Lease for two (2) successive renewal

terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on April 1, 2027, or the termination of any successive renewal term. This Lease shall be extended without any further instrument provided the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on April 1, 2029. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

**3. Use.** Tenant shall use the Premises for Symphony including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

**4. Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Seven Thousand Eight Hundred Twelve and 36/100 (\$7,812.36) dollars payable in monthly installments of Six Hundred Fifty-one and 03/100 (\$651.03) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof.

**5. Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by Building Management, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not possess or store any alcoholic beverages, including beer, on the Premises.

**6. Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**7. Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

**8. Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**9. Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**10. Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

**11. Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

**12. Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

**13. Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

**14. Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

**15. Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

**16. Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the

Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

**17. Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto executed this Lease on the day and date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 7th day April, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## RENAISSANCE CENTER

### LEASE AGREEMENT

THIS LEASE, made and entered into as of this 8th day of April, 2026, by and between the City of Kingsport, Tennessee, a municipal corporation (herein called "Landlord"), and Symphony of the Mountains, a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

**1. Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space in the building known as the Renaissance Center. Tenant shall have exclusive occupancy of certain areas, One Thousand Five Hundred Ninety (1,590) square feet of floor areas and use of other areas more specifically described in Exhibit A (herein called "Premises"). Said Premises are located in the City of Kingsport, Sullivan County, Tennessee.

**2. Term.** The term of this Lease shall be until April 1, 2027, and shall commence to run on April 8, 2026. The Parties shall have the option to renew this Lease for two (2) successive renewal terms of twelve (12) months each. Each such renewal term shall be upon the same terms, covenants and conditions hereof; except (a) there shall be no further renewal right after the expiration of said fifth and last renewal term, and (b) rent shall be as provided in Paragraph 4. Such options to renew shall be deemed to have been exercised by Tenant by written notice served upon Landlord prior to the termination of this Lease on April 1, 2027, or the termination of any successive renewal term. This Lease shall be extended without any further instrument provided the Lease is not terminated for other reasons as stated herein. For the purpose of clarification, if the Tenant exercises all the renewal options as set out in this paragraph, the final renewal will expire on April 1, 2029. This Lease may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination.

**3. Use.** Tenant shall use the Premises for Symphony including office functions, rehearsals, performances, classes, workshops, receptions, exhibits, meetings, and fund-

raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

**4. Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of Seven Thousand Eight Hundred Twelve and 36/100 (\$7,812.36) dollars payable in monthly installments of Six Hundred Fifty-one and 03/100 (\$651.03) dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof.

**5. Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Renaissance Center, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by Building Management, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises. Tenant shall not possess or store any alcoholic beverages, including beer, on the Premises.

**6. Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**7. Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense,

forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. Landlord shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Landlord shall provide and pay for regular custodial services.

**8. Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

**9. Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**10. Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, member, groups and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

**11. Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all

claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

**12. Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Insurance required hereunder shall: (a) be in companies acceptable to Landlord; (b) shall name Landlord as a named insured on all such policies; and (c) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurers first giving Landlord thirty (30) days' prior written notice of such proposed action. Tenant shall deliver to Landlord a duplicate original of each such policy, together with a receipt evidencing payment of the premium for such insurance on or before the commencement date of this Lease and at least annually thereafter. Any failure, or non-coverage, by such policy shall not affect the indemnity or hold harmless provisions of this Lease. Duplicate policies or certificates of all such insurance shall be delivered to Landlord not less than ten (10) days prior to each effective date. Additional insurance may be required if use of facility includes activities not herein listed.

**13. Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.

**14. Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.

**15. Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant.

**16. Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about the Renaissance Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, sculpture, or otherwise. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

**17. Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto executed this Lease on the day and date first above written.

**CITY OF KINGSPORT, TENNESSEE**

**Symphony of the Mountains**

\_\_\_\_\_  
Paul Montgomery, Mayor

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Angie Marchal, Deputy City Recorder

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney

**EXHIBIT A**  
**RENAISSANCE CENTER**  
**LEASE AGREEMENT**  
**SYMPHONY OF THE MOUNTAINS**  
**(Effective April 8, 2026)**

1. Spaces Included in this contract for total annual rent of \$7,812.36 (\$651.03 per month):

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
311	Symphony	690
307	Symphony Storage	713
308	Symphony	187
Total:		1,590

2. Additional access is provided for Common Areas (halls, restrooms, custodial services parking, electricity, water/sewer, gas, maintenance and contract services) of approximately 10,781 square feet to be used to facilitate the use of the space listed in Number 1 above.

3. At no additional rental charge Tenant may use in 3 hour blocks of time (morning, afternoon or evening) up to 25 Blocks annually, based on availability the following:

<u>Room</u>	<u>Description</u>	<u>Square Feet</u>
310	Rehearsal Hall	1,944

4. Use of Gallery, Atriums and Room 228 will be allowed for press conferences and board meetings at no charge. The following rooms may be rented in 3-hour time blocks on an 'as-available' basis:

<u>Room</u>	<u>Cost per 3-hour block</u>
Courtyard	\$20.00
228	\$13.00
230	\$13.00
239	\$20.00
Art Galleries	\$20.00
Theatre	\$25.00
310	\$22.00



**AGENDA ACTION FORM**

**Consideration of a Resolution to Ratify the Mayor’s Signature on a BlueCross Healthy Place Maintenance Fund Request Form**

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

Action Form No.: AF-107-2026  
Work Session: April 6, 2026  
First Reading: N/A

Final Adoption: April 7, 2026  
Staff Work By: T. Wicks and C. Smiley  
Presentation By: Michael T. Borders

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**Strategic Focus Area: 3. Exceptional Cultural & Recreational Opportunities**

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**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved, the board will ratify the Mayor’s signature on a BlueCross Healthy Place (BCHP) Maintenance Fund Request for installation of fencing along Barton Street and Industry Drive at the soon-to-be-opened BlueCross Healthy Place at Riverwalk Park.

The project includes installation of approximately 710 linear feet of vinyl-coated chain link fencing, associated posts, and gates, with a total cost of \$17,900.

This project will be fully funded through BCHP maintenance funds held by the Middle Tennessee Foundation. No City of Kingsport funds are required for this work.

Ratification of the Mayor’s signature will allow the maintenance request to proceed and funds to be released in a timely manner to address the identified safety concern.

**Attachments:**

- 1. Resolution
- 2. Maintenance Request Form
- 3. Drawing of fence location

	<u>Y</u>	<u>N</u>	<u>O</u>
Baker	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Mayes	—	—	—
Phillips	—	—	—
Montgomery	—	—	—

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON A  
BLUECROSS HEALTHY PLACE MAINTENANCE FUND REQUEST  
FORM FOR RIVERWALK PARK FENCING

WHEREAS, the city has been constructing Riverwalk Park located on Barton Street and Industry Drive through the BlueCross Healthy Place Built program which is almost ready to open to the public; and

WHEREAS, it is time to install fencing along Barton Street and Industry Drive for safety concerns; and

WHEREAS, the city would like to execute a BlueCross Healthy Place (BCHP) Maintenance Fund Request in the amount of \$17,900.00, for the fencing, which includes 710 linear feet of vinyl-coated chain link fencing, associated posts, and gates; and

WHEREAS, no city funds are required for this project; and

WHEREAS, the form was required to be returned on April 2, 2026 to allow for timing of the installation.

Now therefore,

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

SECTION I. That the BlueCross Healthy Place Maintenance Fund Request Form submitted on April 2, 2026, to request maintenance funding in the amount of \$17,900.00, for the installation of fencing along Barton Street and Industry Drive at Riverwalk Park is ratified, including the execution of the same by Mayor Paul W. Montgomery.

SECTION II. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the BlueCross Healthy Place Maintenance Fund Request Form submitted on April 2, 2026, to receive funding in the amount of \$17,900.00, for the installation of fencing along Barton Street and Industry Drive at Riverwalk Park.

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

ADOPTED this the 7th day of April, 2026.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER  
APPROVED AS TO FORM:

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

# Maintenance Fund Request



Description :

Fence along Industry Drive and Barton St.

Date: 3/30/2026

The current state of the asset a safety hazard

Repairs will be paid for with departmental budget

Maintenance funds are being requested (if selected, please attach quote for cost of repair)

## **Property Owner Signature**

Print Name: Paul Montgomery

Title: Mayor, City of Kingsport

Signature: \_\_\_\_\_

## **BlueCross Signature 1**

Print Name: Keith King

Title: Manager, BCHP

Signature: 

## **BlueCross Signature 2**

Print Name: Chelsea Johnson

Title: Director, Community Relations and Foundation

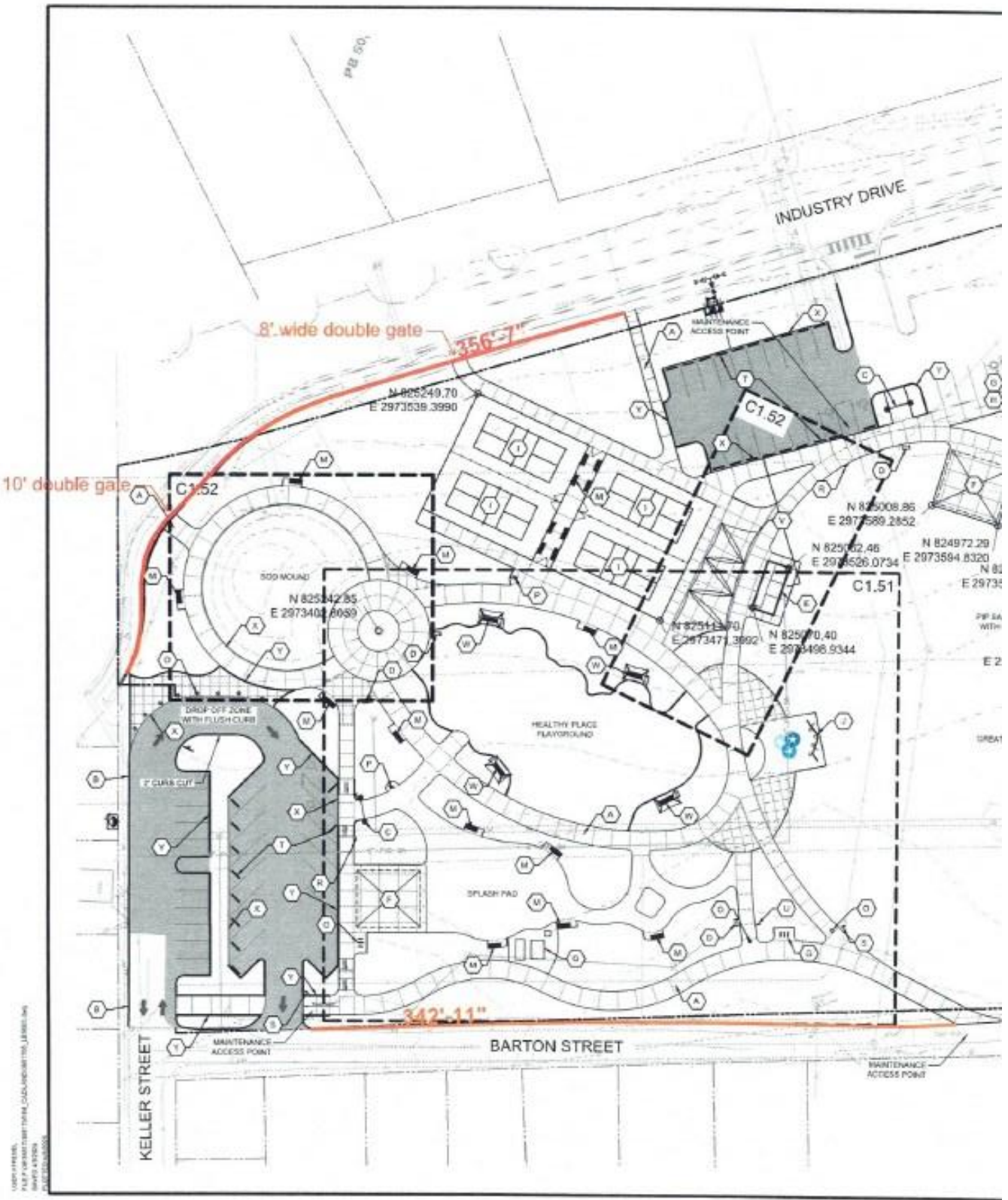
Signature: 

## **BlueCross Signature 3**

Print Name: John Hawbaker

Title: Managing Director, Corp Comm & CRF

Signature: 



VARIOUS FEES, ALL FURNISHED FROM CAD/CADD/PRINTING, JAMES LAY, JULY 2014/2015

Item XII7.



**AGENDA ACTION FORM**

**FY 2025 Annual Comprehensive Financial Report**

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

Action Form No.: AF-103-2026  
Work Session: April 6, 2026  
First Reading: N/A  
Final Adoption: April 7, 2026  
Staff Work By: Finance Staff  
Presentation By: Travis Bishop

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**Strategic Focus Area: 1. Efficient & Responsive Government**

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**Recommendation:**

Accept the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2025.

**Executive Summary:**

The FY2025 Annual Comprehensive Financial Report (ACFR) is presented for your consideration.

Brown Edwards & Company, LLP conducted the June 30, 2025, audit and issued an unmodified opinion. The Audit Committee met on March 30, 2026, and voted to accept the audit. Members present included Vice-Mayor Duncan, Alderman George, and Alderman Phillips.

The ACFR was filed with the State of Tennessee Comptroller's Office on March 31, 2026 by Brown Edwards. The ACFR was also filed with GFOA on April 2, 2026 by the Finance Department.

**Attachments:**

FY 2025 Annual Comprehensive Report <https://bit.ly/2026ACFR>

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



## Report On Debt Obligation

Receipt Date: 03/17/2026

Entity and Debt Information		
<b>Entity Name</b>		
City of Kingsport		
<b>Entity Address</b>		
225 West Center Street Kingsport, Tennessee 37660		
<b>Debt Issue Name</b>		
General Obligation Public Improvement Bonds, Series 2026A		
<b>Series Year</b>		
2026		
<b>Debt Issue Face Amount</b>		
\$16,500,000.00		
<b>Face Amount Premium or Discount?</b>	<b>Premium Amount</b>	
Premium	\$1,499,539.75	
<b>Tax Status</b>		
Tax - Exempt		
<b>Interest Type</b>	<b>True Interest Cost(TIC)</b>	
True Interest Cost (TIC)	3.589458%	
<b>Debt Obligation</b>		
Bond		
<b>Moody's Rating</b>	<b>Standard &amp; Poor's Rating</b>	<b>Fitch Rating</b>
Aa2	Unrated	Unrated
<b>Other Rating Agency Name</b>	<b>Other Rating Agency Rating</b>	
N/A	N/A	
<b>Security</b>		
General Obligation		
<b>Type of Sale Per Authorizing Document</b>		
Competitive Bid		
<b>Dated Date</b>	<b>Issue/Closing Date</b>	<b>Final Maturity Date</b>
3/17/2026	3/17/2026	3/1/2046

Item XIII.1.

### Debt Purpose

Purpose	Percentage	Description
General Government	82%	Various public works projects
Utilities	18%	Sewer system improvements
Education	0%	N/A
Other	0%	N/A
Refunding	0%	N/A

### Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Financial Advisor Fees	\$29,250.00	N/A	Raymond James & Associates, Inc.
Legal Fees - Bond Counsel	\$34,700.00	N/A	Adams and Reese LLP
Rating Agency Fees	\$26,000.00	N/A	Moody's
Underwriter's Discount %	0.528105%	N/A	Robert W. Baird & Co.
Paying Agent Fees	\$900.00	0.003939	U.S. Bank Trust Company, National Association
Printing and Advertising Fees	\$1,500.00	N/A	I-Deal Prospectus
Cusip	\$889.00	N/A	CUSIP
<b>TOTAL COSTS</b>	<b>\$93,239.00</b>		

### Maturity Dates, Amounts, and Interest Rates

**Comments**

Year	Amount	Interest Rate
2027	\$555,000.00	5.000
2028	\$550,000.00	5.000
2029	\$580,000.00	5.000
2030	\$610,000.00	5.000
2031	\$635,000.00	5.000
2032	\$670,000.00	5.000
2033	\$705,000.00	5.000
2034	\$735,000.00	5.000
2035	\$775,000.00	5.000
2036	\$810,000.00	5.000
2037	\$795,000.00	5.000
2038	\$835,000.00	5.000
2039	\$875,000.00	5.000
2040	\$920,000.00	5.000
2041	\$960,000.00	5.000
2042	\$1,015,000.00	4.000
2043	\$1,055,000.00	4.000
2046	\$3,420,000.00	4.000
<b>TOTAL AMOUNT</b>	<b>\$16,500,000.00</b>	

\*See final page for Submission Details and Signatures\*

Item XIII.1.

## Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>

Yes

Name and title of individual responsible for posting continuing disclosure information to EMMA

Travis Bishop, City Recorder

### Signature - Chief Executive or Finance Officer of the Public Entity

**Name**

Paul W. Montgomery

**Title/Position**

Mayor

**Email**

paulmontgomery@kingsporttn.gov

**Alternate Email**

travisbishop@kingsporttn.gov

### Signature - Preparer (Submitter) of This Form

**Name**

Cynthia M. Barnett

**Title/Position**

Attorney

**Email**

cindy.barnett@arlaw.com

**Alternate Email**

N/A

**Relationship to Public Entity**

Bond Counsel

**Organization**

Adams and Reese LLP

### Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

Verify Form Accuracy

Date to be Presented at Public Meeting

04/07/2026

Date to be emailed/mailed to members of the governing body

03/17/2026

### Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.



## Report On Debt Obligation

Receipt Date: 03/17/2026

Entity and Debt Information		
<b>Entity Name</b>		
City of Kingsport		
<b>Entity Address</b>		
225 West Center Street Kingsport, Tennessee 37660		
<b>Debt Issue Name</b>		
General Obligation Refunding Bonds, Series 2026B		
<b>Series Year</b>		
2026		
<b>Debt Issue Face Amount</b>		
\$11,985,000.00		
<b>Face Amount Premium or Discount?</b>	<b>Premium Amount</b>	
Premium	\$1,339,893.75	
<b>Tax Status</b>		
Tax - Exempt		
<b>Interest Type</b>	<b>True Interest Cost(TIC)</b>	
True Interest Cost (TIC)	2.499465%	
<b>Debt Obligation</b>		
Bond		
<b>Moody's Rating</b>	<b>Standard &amp; Poor's Rating</b>	<b>Fitch Rating</b>
Aa2	Unrated	Unrated
<b>Other Rating Agency Name</b>	<b>Other Rating Agency Rating</b>	
N/A	N/A	
<b>Security</b>		
General Obligation		
<b>Type of Sale Per Authorizing Document</b>		
Competitive Bid		
<b>Dated Date</b>	<b>Issue/Closing Date</b>	<b>Final Maturity Date</b>
3/17/2026	3/17/2026	3/1/2034

Item XIII.1.

### Debt Purpose

Purpose	Percentage	Description
Refunding	100%	Refund GO Public Improvement Bonds, Series 2013B
Education	0%	N/A
General Government	0%	N/A
Other	0%	N/A
Utilities	0%	N/A

### Cost of Issuance and Professionals

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Financial Advisor Fees	\$39,250.00	N/A	Raymond James & Associates, Inc.
Legal Fees - Bond Counsel	\$25,300.00	N/A	Adams and Reese LLP
Rating Agency Fees	\$19,000.00	N/A	Moody's
Underwriter's Discount %	0.30%	N/A	Brownstone Investment Group LLC
Paying Agent Fees	\$900.00	0.005423	U.S. Bank Trust Company, National Association
Escrow Agent	\$500.00	N/A	U.S. Bank Trust Company, National Association
Printing and Advertising Fees	\$1,500.00	N/A	I-Deal Prospectus
Verification Agent	\$2,000.00	N/A	Public Finance Partners
Cusip	\$474.00	N/A	CUSIP
<b>TOTAL COSTS</b>	<b>\$88,924.00</b>		

### Maturity Dates, Amounts, and Interest Rates

#### Comments

Year	Amount	Interest Rate
2027	\$1,275,000.00	5.000
2028	\$1,320,000.00	5.000
2029	\$1,385,000.00	5.000
2030	\$1,455,000.00	5.000
2031	\$1,520,000.00	5.000
2032	\$1,600,000.00	5.000
2033	\$1,675,000.00	5.000
2034	\$1,755,000.00	5.000
<b>TOTAL AMOUNT</b>	<b>\$11,985,000.00</b>	

\*See final page for Submission Details and Signatures\*

## Submission Details and Signatures

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>

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Travis Bishop Recorder/CFO

### Signature - Chief Executive or Finance Officer of the Public Entity

**Name**

Paul W. Montgomery

**Title/Position**

Mayor

**Email**

paulmontgomery@kingsporttn.gov

**Alternate Email**

travisbishop@kingporttn.gov

### Signature - Preparer (Submitter) of This Form

**Name**

Cynthia M. Barnett

**Title/Position**

Attorney

**Email**

cindy.barnett@arlaw.com

**Alternate Email**

N/A

**Relationship to Public Entity**

Bond Counsel

**Organization**

Adams and Reese LLP

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