

6pm, Reception/Unveiling, Montgomery-Watterson Boardroom, lobby/boardroom



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING AGENDA

Tuesday, August 01, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### Leadership Team

Chris McCartt, City Manager  
Michael Borders, Assistant City Manager  
Bart Rowlett, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
John Rose, Economic Development Director  
Adrienne Batara, Public Relations Director  
Floyd Bailey, Chief Information Officer

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

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

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

### **III. INVOCATION**

1. Phip Sams, Sr. Minister, First Christian Church, Kingsport

### **IV. ROLL CALL**

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

1. Elizabeth Kiser, Miss Kingsport 2024 and DeAnna Greer, Miss Sullivan County 2024 (Mayor Shull)
2. 2023 TML Achievement Award for Excellence in Economic Development and Revitalization (Alderman Duncan)

3. TimesNews 2023 Readers Choice Best Venue Award - Kingsport Farmers Market (Alderman Cooper)
4. TimesNews 2023 Readers Choice Best Birthday Party Venue - Kingsport Carousel (Alderman Phillips)
5. Proclamation: National Farmers Market Week, August 6-12, 2023 (Vice Mayor George)

## **VI. APPOINTMENTS**

## **VII. APPROVAL OF MINUTES**

1. July 17, 2023 - Work Session
2. July 18, 2023 - Business Meeting

## **VIII. PUBLIC HEARINGS**

### **COMMENT**

Citizens may speak on agenda 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 during this part of the agenda.

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

1. Consideration of a Budget Adjustment Ordinance for the Urban Mass Transit Assistance Project Fund in FY23 (AF-259-2023) (Chris McCartt)
2. Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund and the Sewer Project Fund in FY24 (AF-261-2023) (McCartt)

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

1. Consideration of an Ordinance to Amend Zoning of Tax Map 46P, Group F, a Portion of Parcels 9.50 and 10.50 Located Along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District (AF-241-2023) (Ken Weems)
2. Consideration of an Ordinance to Amend the FY 2024 the General Purpose School Fund and the General Project Fund Budgets (AF-242-2023) (David Frye)

- [3.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-246-2023) (Chris McCartt)
- [4.](#) Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-245-2023) (Chris McCartt)

## **XI. OTHER BUSINESS**

- [1.](#) Consideration of a Resolution to Amend the Professional Service Agreement with LDA Engineering for Additional Construction Administration and Inspection Due to Project Delays (AF-255-2023) (Ryan McReynolds)
- [2.](#) Consideration of a Resolution Amending CDM Smith's Professional Service Agreement for the Water Treatment Plant (WTP) High Service Pump Station Improvements Project (AF-256-2023) (Ryan McReynolds)
- [3.](#) Consideration of a Resolution to Award the Bid to Morgan Contracting, Inc. for the Phase 1 Sanitary Sewer Lining Project, and Authorize the Mayor to Sign All Applicable Documents (AF-250-2023) (Ryan McReynolds)
- [4.](#) Consideration of a Resolution to Purchase One (1) John Deere 210 Excavator from Sourcewell Contract #011723-JDC (AF-257-2023) (Ryan McReynolds)
- [5.](#) Consideration of a Resolution to Approve a Change Order to Purchase Order Y005723 Issued to Friendship Ford of Bristol (AF-258-2023) (Ryan McReynolds)
- [6.](#) Consideration of a Resolution Authorizing the Mayor to Enter into a License Agreement between the City of Kingsport and the Tennessee Department of Transportation for Landscaping at Several Intersections and/or Interchanges on State Routes 1, 36, 93 and 126 (AF-252-2023) (Ryan McReynolds)
- [7.](#) Consideration of a Resolution Ratifying the Mayor's Signature on the Certification of Consistency with the Consolidated Plan for Holston Habitat for Humanity's Federal Home Loan Bank of Cincinnati Grant Application (AF-254-2023) (Michael Price)
- [8.](#) Consideration of a Resolution to Amend the Rules of Procedure for Meetings of the Board of Mayor and Aldermen (AF-248-2023) (Jessica Harmon)

- [9.](#) Consideration of a Resolution Approving an Amendment to the Lease between the Chamber, the City of Kingsport, and Judge Robert Montgomery (AF-253-2023) (Chris McCartt)
10. Consideration of a Resolution to Apply and Receive Two Competitive State Water Infrastructure Grants through the Tennessee Department of Environment and Conservation (AF-262-2023) (Ryan McReynolds)

## **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.

## **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

Citizens may speak on 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.

3. Visitors

## **XIV. ADJOURN**





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

**Monday, July 17, 2023 at 4:30 PM**

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

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

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

- I. **CALL TO ORDER** 4:30 p.m. by Mayor Shull.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Vice Mayor Colette George
- III. **DISCUSSION ITEMS**

1. **Lynn Garden Corridor Study** - Kevin Tilbury

Assistant City Manager Jessica Harmon gave some background on this project and then introduced Kevin Tilbury who gave a presentation and answered questions from the board. He provided examples on the results gained from the market analysis, neighborhood surveys and public workshops. Discussion ensued. The city manager provided further information on how to move forward.

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

City staff gave a summary for each item on the July 18, 2023 proposed agenda. No items were discussed at greater length or received specific questions of concerns.

- V. **ITEMS OF INTEREST**

1. **Sales Tax Report**
  2. **Projects Status Pictures / Report**

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

**Monday, July 17, 2023 at 4:30 PM**

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

**VI. ADJOURN**

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:30 p.m.

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ANGELA MARSHALL

Deputy City Recorder

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PATRICK W. SHULL

Mayor



## BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, July 18, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

### City Administration

Ryan McReynolds, Deputy City Manager  
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** by Planning Director Ken Weems.
- III. **INVOCATION** led by Pastor Chris Brown, Colonial Heights United Methodist Church.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle.
- V. **RECOGNITIONS AND PRESENTATIONS**
  1. **Keep Kingsport Beautiful Beautification Awards** - Sharon Hayes
- VI. **APPOINTMENTS** *(These items are approved under one motion.)*

Motion made by Alderman Olterman, Seconded by Vice Mayor George.  
Passed: All present voting "aye."

  1. **Consideration of Appointments to the Construction Board of Adjustments and Appeals**  
(AF-205-2023) (Mayor Shull)

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

**Tuesday, July 18, 2023 at 7:00 PM**

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

REAPPOINTMENTS OF BOB PRENDERGAST AND MARVIN EGAN TO SERVE A TWO-YEAR TERM ON THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS EFFECTIVE SEPTEMBER 1, 2023 AND EXPIRING ON AUGUST 31, 2025 AND REAPPOINTMENT OF STEVE WILSON AND APPOINTMENT OF ROGER BARNETT TO SERVE A THREE-YEAR TERM EFFECTIVE SEPTEMBER 1, 2023 AND EXPIRING ON AUGUST 31, 2026.

- 2. Consideration of Appointments to the Tree Advisory Board (AF-206-2023) (Mayor Shull)**  
REAPPOINTMENTS OF JAMES BABB AND STEVE BINGHAM TO SERVE A TWO-YEAR TERM ON THE TREE ADVISORY BOARD EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2025 AND REAPPOINTMENT OF CHRISTINE BARGER AND APPOINTMENT OF ANDREW WILSON TO SERVE A TWO-YEAR TERM EFFECTIVE AUGUST 1, 2023 AND EXPIRING ON JULY 31, 2025
- 3. Consideration of Appointments to the Kingsport Public Library Commission (AF-204-2023) (Mayor Shull)**  
REAPPOINTMENT OF JULIE HAMMONDS AND APPOINTMENT OF ANGIE HYPHE TO SERVE A THREE-YEAR TERM ON THE KINGSFORT PUBLIC LIBRARY COMMISSION EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2026 AND APPOINTMENT OF JOHN DEATS WHO WILL FULFILL THE UNEXPIRED TERM OF KATE HARDEN EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2025.
- 4. Consideration of an Appointment to the Regional Planning Commission (AF-225-2023) (Mayor Shull)**  
APPOINTMENT OF TIM LORIMER WHO WILL FULFILL THE UNEXPIRED TERM OF PAT BREEDING ON THE REGIONAL PLANNING COMMISSION EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2025.
- 5. Consideration of Appointments to the Historic Zoning Commission (AF-226-2023) (Mayor Shull)**  
APPOINTMENT OF JOE CROSS TO SERVE A FIVE-YEAR TERM ON THE HISTORIC ZONING COMMISSION EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2028 AND APPOINTMENT OF SCOTT SCHRIEFER TO FULFILL THE UNEXPIRED TERM OF CHIP MILLICAN WHO ASSUMED THE PLANNING COMMISSION REPRESENTATIVE SEAT VACATED BY BRAD BLACKWELL EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2025.

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

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

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

- 1. June 19, 2023 - Work Session**
- 2. June 20, 2023 - Business Meeting**

Passed: All present voting "aye."

**VIII. PUBLIC HEARINGS**

- 1. Consideration of an Ordinance to Amend Zoning of Tax Map 46P, Group F, a Portion of Parcels 9.50 and 10.50 Located Along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District (AF-241-2023) (Ken Weems)**

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM THE M-2, GENERAL MANUFACTURING DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

**COMMENT**

Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items.

**IX. BUSINESS MATTERS REQUIRING FIRST READING**

- 1. Consideration of an Ordinance to Amend the FY2024 General Purpose School Fund Budget (AF-242-2023) (David Frye)**

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-245-2023) (Chris McCartt)**

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**Tuesday, July 18, 2023 at 7:00 PM**

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Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed: All present voting "aye."

- 3. Consideration of a Budget Adjustment Ordinance for FY2024 (AF-246-2023) (Chris McCartt)**

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

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

Passed: All present voting "aye."

**X. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

- 1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY23 (AF-198-2023) (Chris McCartt)**

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

**ORDINANCE NO 7092** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 2. Consideration of an Ordinance to Amend the FY 2023 General Purpose School Fund and the General Project Fund Budgets (AF-19-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

**ORDINANCE NO 7093** AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

- 3. Consideration of an Ordinance to Amend the FY 2023 School Nutrition Services Fund Budget (AF-110-2023) (David Frye)**

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Motion made by Alderman Phillips, Seconded by Alderman Cooper.

**ORDINANCE NO 7094** AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2023; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**4. Consideration of an Ordinance to Amend the FY 2023 School Federal Projects Fund Budget (AF-111-2023) (David Frye)**

Motion made by Alderman Duncan, Seconded by Alderman Phillips.

**ORDINANCE NO 7095** AN ORDINANCE TO AMEND THE FY 2023 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**5. Consideration of an Ordinance to Amend the FY 2023 School Special Projects Fund Budget (AF-112-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

**ORDINANCE NO 7096** AN ORDINANCE TO AMEND THE FY 2023 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

**1. Consideration of a Resolution to Approve a Change Order to Emergency Repair Contract with GRC Civil Services for the Moreland Drive Sewer Forcemain (AF-215-2023) (Ryan McReynolds)**

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

**RESOLUTION NO. 2024-001** A RESOLUTION APPROVING A CHANGE ORDER TO THE EMERGENCY REPAIR CONTRACT WITH GRC CIVIL SERVICES, INC. FOR THE MORELAND DRIVE SEWER FORCEMAIN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

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- 2. Consideration of a Resolution Authorizing a Services Agreement with Bailey Computing Technology, Inc. (BCTI) for Technical Services (AF-199-2023) (Floyd Bailey)**

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-002** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO BAILEY COMPUTING TECHNOLOGIES, INC. FOR TECHNICAL SERVICES ON AN AS NEEDED BASIS THROUGH THE NATIONAL COOPERATIVE PURCHASING ASSOCIATION CONTRACT NO.: 01-96

Passed: All present voting "aye."

- 3. Consideration of a Resolution Authorizing the City Manager to Execute Purchase Order(s) for Microsoft 365 Licenses (AF-200-2023) (Floyd Bailey)**

Motion made by Alderman Cooper, Seconded by Alderman Phillips.

**RESOLUTION NO. 2024-003** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS TO DELL MARKETING, L.P. AND BAILEY COMPUTING TECHNOLOGIES, INC. FOR THE ACQUISITION OF MICROSOFT 365 LICENSES UNDER THE TERMS OF STATE OF TENNESSEE AGREEMENT SWC 49580 AND NATIONAL PURCHASING ALLIANCE CONTRACT NO.: 01-96

Passed: All present voting "aye."

- 4. Consideration of a Resolution Authorizing the Mayor to Execute a Purchase Agreement with Municipal Emergency Services (MES) and the City of Kingsport Fire Department (KFD) Utilizing Sourcewell Cooperative Purchasing Agreement (AF-217-2023) (Scott Boyd)**

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-004** A RESOLUTION RATIFYING THE PURCHASE OF 15 SELF CONTAINED BREATHING APPARATUS BY THE KINGSPORT FIRE DEPARTMENT UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 032620 FOR 15 SELF CONTAINED BREATHING APPARATUS AND NECESSARY ACCESSORIES

Passed: All present voting "aye."

- 5. Consideration of a Resolution to Amend an Agreement with Barge Design Solutions Inc. for Additional Professional and Survey Services for the Riverbend Park Project (AF-219-2023) (Michael Borders)**



BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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

**RESOLUTION NO. 2024-005** A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. FOR RIVERBEND PARK PHASE I 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."

6. **Consideration of a Resolution to Approve Submittal of a BlueCross BlueShield Healthy Place Grant Application** (AF-212-2023) (Michael Borders)

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

**RESOLUTION NO. 2024-006** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR A BLUECROSS BLUESHIELD HEALTHY PLACE GRANT FROM BLUECROSS BLUESHIELD OF TENNESSEE FOUNDATION

Passed: All present voting "aye."

7. **Consideration of a Resolution to Amend Lease Agreements with Various Not-For Profit Entities to Extend the Term at V.O. Dobbins, Sr. Complex** (AF-227-2023) (Michael Borders)

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

**RESOLUTION NO. 2024-007** A RESOLUTION APPROVING AMENDMENTS TO LEASES BETWEEN THE CITY OF KINGSFORT AND ALS ASSOCIATION, AMERICAN LEGION HAMMOND POST NO. 3, BIG BROTHERS BIG SISTERS, DOUGLASS ALUMNI ASSOCIATION, AND THE UNITED WAY OF GREATER KINGSFORT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

8. **Consideration of a Resolution to Approve Submittal of a Healthy Built Environment Grant Application** (AF-210-2023) (Michael T. Borders)

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

**RESOLUTION NO. 2024-008** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HEALTHY BUILT ENVIRONMENT GRANT FROM THE TENNESSEE DEPARTMENT OF HEALTH

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

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9. **Consideration of a Resolution to Accept from the Kingsport Rotary Club a Donation of an Information Kiosk Located at the Veterans Memorial in J. Fred Johnson Park** (AF-211-2023) (Michael Borders)

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

**RESOLUTION NO. 2024-009** A RESOLUTION ACCEPTING A DONATION OF AN INFORMATION KIOSK LOCATED AT THE VETERANS MEMORIAL AT J. FRED JOHNSON PARK

Passed: All present voting "aye."

10. **Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary to Accept Federal and State Planning Funds from the Virginia Department of Transportation on Behalf of the Kingsport MTPO** (AF-222-2023) (Lesley Phillips)

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-010** A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2024; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

Passed: All present voting "aye."

11. **Consideration of a Resolution Authorizing the Mayor to Sign an Agreement with Kingsport Tribe Youth Football and Cheer** (AF-235-2023) (Michael Borders)

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

**RESOLUTION NO. 2024-011** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KINGSFORT TRIBE YOUTH FOOTBALL AND CHEER RELATED TO THE USE OF THE ATHLETIC FIELDS AT TRIBE ATHLETIC COMPLEX AND J. FRED JOHNSON STADIUM

Passed: All present voting "aye."

12. **Consideration of a Resolution to Purchase the "Watermelon Slices" Sculpture** (AF-208-2023) (Michael Borders)

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

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

**RESOLUTION NO. 2024-012** A RESOLUTION APPROVING THE PURCHASE OF THE ARTWORK "WATERMELON SLICES" FROM ARTIST C. R. GRAY, LLC; AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 13. Consideration of a Resolution to Amend the City's Pay Plan Policy #30 (AF-142-2023)**  
(Tyra Copas)

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-013** A RESOLUTION AMENDING RESOLUTION NO. 2009-239, A PAY PLAN POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

- 14. Consideration of a Resolution to Amend the Wage and Salary Policy for City Employees (AF-143-2023)** (Tyra Copas)

Motion made by Alderman Phillips, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-014** A RESOLUTION AMENDING RESOLUTION NO. 2009-257, A WAGE AND SALARY POLICY FOR CITY EMPLOYEES

Passed: All present voting "aye."

- 15. Consideration of a Resolution Approving a Release with GEICO Insurance for Damage to City Property (AF-240-2023)** (Chris McCartt)

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-015** A RESOLUTION APPROVING A RELEASE IN FULL OF ALL CLAIMS WITH MADISON ROBERTS THROUGH GEICO INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 16. Consideration of a Resolution to Award the Long-Term Disability Program RFP (AF-179-2023)** (Michael Wessely)

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-016** A RESOLUTION AWARDING THE PROPOSAL FOR LONG TERM DISABILITY INSURANCE TO METLIFE INSURANCE COMPANY; APPROVING AN

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

**Tuesday, July 18, 2023 at 7:00 PM**

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

AGREEMENT WITH METLIFE INSURANCE COMPANY; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE TERMS OF THE AGREEMENTS

Passed: All present voting "aye."

- 17. Consideration of a Resolution for City to enter into an Agreement with Icon Environmental, LLC for Services at Kingsport's Construction & Demolition Landfill (AF-233-2023) (Ryan McReynolds)**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-017** A RESOLUTION AWARDING THE PROPOSAL FOR SELECTED SERVICES AT THE KINGSPORT CONSTRUCTION AND DEMOLITION LANDFILL TO ICON ENVIRONMENTAL, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 18. Consideration of a Resolution to Rescind the Award for the Purchase of Four (4) Cutaway Style Mini-Bus 18 Passenger (AF-244-2023) (Chris McCartt)**

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

**RESOLUTION NO. 2024-018** A RESOLUTION RESCINDING THE AWARD OF BID FOR PURCHASE OF FOUR CUTAWAY STYLE MINI-BUSES

Passed: All present voting "aye."

- 19. Consideration of a Resolution to Approve Write Off of Property Tax from Tax Year 2012 (AF-213-2023) (Joe May)**

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

**RESOLUTION NO. 2024-019** A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2023 FOR THE TAX YEAR 2012 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

Passed: All present voting "aye."

- 20. Consideration of a Resolution Authorizing the Mayor to Execute CDBG Sub-recipient Agreements (AF-149-2023) (Michael Price)**

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

**RESOLUTION NO. 2024-020** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2023-2024

Passed: All present voting "aye."

**21. Consideration of a Resolution Authorizing the Mayor to Execute CDBG CARES Act Sub-recipient Agreements (AF-218-2023) (Michael Price)**

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

**RESOLUTION NO. 2024-021** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PARTNER AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS WHICH ALLOCATE COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDING IN FISCAL YEAR 2023-2024

Passed: All present voting "aye."

**22. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant from the State of Tennessee School Resource Officer (SRO) Grant Program (AF-202-2023) (Dale Phipps)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-022** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SCHOOL RESOURCE OFFICER GRANT FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER GRANT PROGRAM

Passed: All present voting "aye."

**23. Consideration of a Resolution to Approve an Interlocal Agreement Between the City of Kingsport and the Kingsport Life Saving Crew (AF-95-2023) (Terry Arnold)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-023** A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE KINGSPORT LIFESAVING AND FIRST AID CREW, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

Passed: All present voting "aye" except Alderman Montgomery abstained.

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- 24. Consideration of a Resolution Ratifying an Application for a Tennessee Arts Commission Partnership Grant for FY24 and Approving the Grant Contract (AF-207-203) (Michael Borders)**

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

**RESOLUTION NO. 2024-024** A RESOLUTION APPROVING A GRANT CONTRACT FOR A TENNESSEE ARTS COMMISSION PARTNERSHIP GRANT FOR FISCAL YEAR 2024 RATIFY THE MAYOR'S SIGNATURE FOR THE SAME AND ACCEPT THE GRANT FUNDS

Passed: All present voting "aye."

- 25. Consideration of a Resolution to Rescind the Award for the Purchase with E-Z-Go Golf Carts (AF-247-2023) (Chris McCartt)**

Motion made by Alderman Olterman, Seconded by Alderman Duncan.

**RESOLUTION NO. 2024-025** A RESOLUTION RESCINDING THE APPROVAL OF AN AGREEMENT WITH E-Z-GO UTILIZING OMNIA CONTRACT NO.: R210201 TO LEASE 64 NEW RXV ELITE FREEDOM GOLF CARTS FOR USE AT CATTAILS

Passed: All present voting "aye."

- 26. Consideration of a Resolution Authorizing the Disbursement of Insurance Proceeds for Remediation Services at the Tribe Athletic Complex (AF-231-2023) (Bart Rowlett)**

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-026** A RESOLUTION AUTHORIZING THE DISBURSEMENT OF INSURANCE PROCEEDS FOR REMEDIATION SERVICES AT THE TRIBE ATHLETIC COMPLEX

Passed: All present voting "aye."

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

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

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

- 1. Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete a Memorandum of Understanding (MOU) with Kingsport City Schools and Grant Reports as Required by the State of Tennessee School Resource Officer (SRO) Grant Program for FY 2024 (AF-203-2023) (Dale Phipps)**

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**RESOLUTION NO. 2024-027** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE STATE OF TENNESSEE SCHOOL RESOURCE OFFICER PROGRAM

- 2. Consideration of a Resolution Authorizing the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Violent Crime Intervention Fund Grant for FY2024 (AF-224-2023) (Dale Phipps)**

**RESOLUTION NO. 2024-028** 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 THE STATE OF TENNESSEE VIOLENT CRIME INTERVENTION FUND

- 3. Consideration of Resolution to Authorize the Mayor to Execute and Sign a Memorandum of Understanding Between TBI and Kingsport Police Department to Permit KPD Narcotic Detectives to be Members of the Drug Overdose Task Force (AF-228-2023) (Dale Phipps)**

**RESOLUTION NO. 2024-029** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE BUREAU OF INVESTIGATIONS DRUG OVERDOSE TASK FORCE; AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

- 4. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary and Proper to Apply for and Receive a Grant for \$26,000 from the Department of Justice FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF-238-2023) (Chief Dale Phipps)**

**RESOLUTION NO. 2024-030** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A FISCAL YEAR 2023 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

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5. **Consideration of a Resolution Authorizing the Mayor to Execute a Signatory Authority Form Allowing the Chief of Police or His Designee to Electronically Complete the Grant Application, Acceptance, and Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2023 (AF-239-2023) (Chief Dale Phipps)**

**RESOLUTION NO. 2024-031** 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 THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

6. **Consideration of a Resolution Amending FY the 2022/2023 Agreements for the Appalachia Service Project, Inc. and CASA for Kids (AF-220-2023) (Michael Price)**

**RESOLUTION NO. 2024-032** A RESOLUTION AMENDING THE FISCAL YEAR 2022-2023 CDBG SUB-RECIPIENT AGREEMENTS WITH APPALACHIA SERVICE PROJECT, INC. AND CASA FOR KIDS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

7. **Consideration of a Resolution to Approve Addendum 9 to the ESS South Central, LLC, Substitute Staffing Services Contract for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-243-2023) (David Frye)**

**RESOLUTION NO. 2024-033** A RESOLUTION APPROVING AN AMENDMENT TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTH CENTRAL, LLC, FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

8. **Consideration of a Resolution Authorizing the Mayor to Accept Donations from Ballad Health for John Sevier Middle School's Reset Room (AF-221-2023) (David Frye)**

**RESOLUTION NO. 2024-034** A RESOLUTION ACCEPTING A DONATION FROM BALLAD HEALTH ON BEHALF OF JOHN SEVIER MIDDLE SCHOOL AND AUTHORIZING THE DIRECTOR OF SCHOOLS TO ACCEPT FUTURE DONATIONS AND SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION



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- 9. Consideration of a Resolution to Renew the MOU with Camelot Care Centers for Kingsport City Schools and Authorizing the Mayor to Execute All Applicable Documents (AF-229-2023) (David Frye)**

**RESOLUTION NO. 2024-035** A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

- 10. Consideration of a Resolution to Declare Dome Technology as a Sole Source Sub-Contractor for the Buck Van Huss Dome Renovation Project (AF-232-2023) (David Frye)**

**RESOLUTION NO. 2024-036** A RESOLUTION DECLARING DOME TECHNOLOGY, LLC AS A SOLE SOURCE SUB-CONTRACTOR FOR THE BUCK VAN HUSS DOME RENOVATION PROJECT

- 11. Consideration of a Resolution to Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF-230-2023) (David Frye)**

**RESOLUTION NO. 2024-037** A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 12. Consideration of a Resolution Authorizing the City Manager to Purchase ContentKeeper for Kingsport City Schools from Central Technologies Using TIPS Cooperative Purchasing (AF-236-2023) (David Frye)**

**RESOLUTION NO. 2024-038** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CENTRAL TECHNOLOGIES FOR CONTENTKEEPER FOR KINGSFORT CITY SCHOOLS

- 13. Consideration of a Resolution to Designate Signatory Authority for MS4 Annual Reporting and Overflow Reporting in MyTDEC Portal (AF-214-2023) (Ryan McReynolds)**

**RESOLUTION NO. 2024-039** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND

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PROPER DESIGNATING VARIOUS WATER DEPARTMENT EMPLOYEES AS AUTHORIZED TO EXECUTE MS4 ANNUAL REPORTING AND SEWER OVERFLOW REPORTING REQUIRED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF WATER RESOURCES

- 14. Consideration of a Resolution to Renew the Kingsport Art Guild Lease at the Kingsport Renaissance Center (AF-209-2023) (Michael T. Borders)**

**RESOLUTION NO. 2024-040** A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE KINGSFORT ART GUILD AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

- 15. Consideration of a Resolution to Authorize the Mayor to Sign for the FY24 FTAAAD Senior Center Grant Contract (AF-234-2023) (Shirley Buchanan)**

**RESOLUTION NO. 2024-041** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND RECEIVE THE PASS-THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2023–2024

- 16. Consideration of a Resolution Authorizing the Mayor to Sign the Agreements with Lynn View Pee Wee Football League for the Use of the Lynn View Sports Facilities and Concession Lease (AF-159-2023) (Michael T. Borders)**

**RESOLUTION NO. 2024-042** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LYNN VIEW PEE WEE FOOTBALL LEAGUE RELATED TO THE USE OF THE ATHLETIC FIELDS AT THE LYNN VIEW COMMUNITY CENTER

- 17. Consideration of a Resolution Authorizing the Mayor to Sign Agreements with Tri-Cities United Soccer Club (AF-237-2023) (Michael T. Borders)**

**RESOLUTION NO. 2024-043** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH TRI-CITIES SOCCER CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT EASTMAN PARK AT HORSE CREEK

- 18. Consideration of a Resolution to Authorizing the Mayor to Execute a SCSEP Host Agency Agreement with First Tennessee Human Resource Agency for Bays Mountain Park (AF-249-2023) (Michael T. Borders)**

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**RESOLUTION NO. 2024-044** A RESOLUTION APPROVING A SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM AGREEMENT WITH FIRST TENNESSEE HUMAN RESOURCES AGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECUATE THE PURPOSE OF THE AGREEMENT

**XIII. COMMUNICATIONS**

**1. City Manager**

Mr. McCartt commented on the amount of work by city staff to secure grants and donations on this agenda alone, totaling almost two million dollars. He pointed out grants are an integral part of city operations. He also mentioned the amount of time and work for Funfest by countless city departments stating appreciation for all they do and will do over the next few days.

**2. Mayor and Board Members**

Alderman Duncan commented on the many visitors in town over the past weekend and this week for Funfest. He noted all hands on deck for the Chamber, Police, Fire and Public Works stating his appreciation for them and Funfest sponsors. Alderman Cooper encouraged everyone to enjoy Funfest and commented on the downtown street fair last weekend, highlighting new businesses and encouraging citizens to check them out. She stated the Taste of Tri-Cities starts tomorrow in Memorial Park and she would be judging this year. Alderman Montgomery thanked the City for the Funfest shirts the BMA wore tonight and also thanked all the volunteers. He also commented on the recent Back the Blue movement. Alderman Phillips also remarked on the many events during Funfest and the employees who make it happen expressing appreciation all their hard work. He also mentioned an article in the paper about recycling and how the same issues affect cities all across the nation both large and small. Alderman Olterman commented football was starting in a few weeks and encouraged everyone to go ahead and get their season tickets. Vice-Mayor George discussed how much work goes on behind the scenes by city employees to make Funfest successful and stated her appreciation. She also pointed out the number of children who show up to watch and participate in the parade. Mayor Shull provided further details on Funfest and how it operates from the beginning of planning to clean up when it's over. He congratulated the new Miss Kingsport and Miss Sullivan County. Lastly the mayor thanked the City Manager as well as staff for all they do.

**3. Visitors** None.

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**XIV.ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 8:23 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for the Urban Mass Transit Assistance Project Fund in FY23**

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

Action Form No.: AF-259-2023                      Final Adoption: August 15, 2023  
Work Session: July 31, 2023                      Staff Work By: John Morris  
First Reading: August 1, 2023                      Presentation By: Chris McCartt

**Recommendation:**  
Approve the Ordinance

**Executive Summary:**  
The Urban Mass Transit Assistance Fund by transferring \$330,848 from the Department of Transportation from the Transit Cares project (FTA022) to the FY19 Operating Grant project (FTA023). It also allocates \$21,390 in ADA Paratransit dollars received in the FY19 Operating Grant (FTA023).

**Attachments:**  
1. Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Asst Project Fund be amended by transferring \$330,848 from the Transit Cares project (FTA022) to the FY19 Operating Grant project (FTA023) and by increasing the ADA Paratransit line (123-0000-365.21-00) in the FY19 Operating Grant project (FTA023) by \$21,390.

**Account Number/Description:**

**Urban Mass Transit Asst Project Fund: 123**

**Transit Cares (FTA022)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	0	2,414,374	2,414,374
123-0000-332.90-00 Department of Transportation	4,433,174	(2,745,222)	1,687,952
123-0000-365.20-09 Bus Fares TN-90-X150	100,000	0	100,000
123-0000-365.21-10 ADA Paratransit	65,000	0	65,000
123-0000-368.15-00 Rental of Land & Building	140,000	0	140,000
123-0000-391.01-00 From General Fund	906,925	0	906,925
<b>Total:</b>	<b>5,645,099</b>	<b>(330,848)</b>	<b>5,287,446</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	2,726,727	(223,195)	2,476,727
123-5901-602.10-11 Overtime	153,447	(20,000)	133,447
123-5901-602.10-20 Social Security	207,670	(25,000)	182,670
123-5901-602.10-30 Group Health Insurance	356,475	0	356,475
123-5901-602.10-41 TCRS Retirement	211,412	(20,000)	191,412
123-5901-602.10-42 TCRS Hybrid Retirement	29,981	0	29,981
123-5901-602.10-43 ICMA Retirement	111,741	(35,000)	76,741
123-5901-602.10-50 Life Insurance	4,942	0	4,942
123-5901-602.10-52 Long Term Disability Ins	4,991	0	4,991
123-5901-602.10-60 Workmen's Compensation	7,770	(3,996)	3,774
123-5901-602.10-61 Unemployment Insurance	4,000	0	4,000
123-5901-602.20-10 Advertising & Publication	5,000	0	5,000
123-5901-602.20-11 Printing & Binding	29,250	0	29,250
123-5901-602.20-20 Professional/Consultant	61,400	0	61,400
123-5901-602.20-21 Accounting & Auditing	6,000	0	6,000
123-5901-602.20-30 Electric Service	71,200	(20,000)	51,200
123-5901-602.20-33 Water & Sewer	6,000	143	6,143
123-5901-602.20-34 Telephone	15,600	0	15,600
123-5901-602.20-36 Natural Gas	9,267	0	9,267
123-5901-602.20-40 Travel Expense	17,400	0	17,400
123-5901-602.20-41 Registration Fees/Tuition	7,800	0	7,800
123-5901-602.20-42 Personal Vehicle Reimburs	600	0	600
123-5901-602.20-43 Dues & Memberships	40,500	(15,000)	25,500
123-5901-602.20-44 Literature/Subscriptions	6,300	0	6,300
123-5901-602.20-45 Training	7,800	0	7,800

123-5901-602.20-52 Medical Services	2,100	0	2,100
123-5901-602.20-54 Equipment Rental	21,686	0	21,686
123-5901-602.20-55 Repairs & Maintenance	56,400	(12,000)	44,400
123-5901-602.20-56 Repairs & Maint-Vehicles	985,000	0	985,000
123-5901-602.20-69 Stormwater Fee Expense	3,637	0	3,637
123-5901-602.20-75 Temporary Employees	11,600	0	11,600
123-5901-602.20-99 Miscellaneous	347,004	10,705	357,709
123-5901-602.30-10 Office Supplies	13,500	0	13,500
123-5901-602.30-11 Postage	1,500	1,126	2,626
123-5901-602.30-12 Food	3,300	0	3,300
123-5901-602.30-20 Operating Supplies & Tool	23,100	3,046	26,146
123-5901-602.30-22 Maintenance Supplies	18,200	16,414	34,614
123-5901-602.30-26 Sign Parts & Supplies	3,900	9,509	13,409
123-5901-602.30-29 Clothing & Uniforms	15,600	2,400	18,000
123-5901-602.30-44 Motor Pool Charges	1,200	0	1,200
123-5901-602.30-68 Covid-19	7,729	0	7,729
123-5901-602.40-68 Covid-19	7,690	0	7,690
123-5901-602.50-10 Buildings	6,180	0	6,180
123-5901-602.50-26 Vehicle Ins Chgd by FLM	12,500	0	12,500
<b>Total:</b>	<b>5,645,099</b>	<b>(330,848)</b>	<b>5,287,446</b>

**FY19 Operating Grant (FTA023)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
123-0000-331.20-00 UMTA Section 9	907,800	0	907,800
123-0000-332.90-00 Department of Transportation	408,900	330,848	766,553
123-0000-365.20-09 Bus Fares TN-90-X150	82,000	0	82,000
123-0000-365.21-00 ADA Paratransit	0	21,390	21,390
123-0000-368.15-00 Rental of Land & Building	49,000	0	49,000
123-0000-391.01-00 From General Fund	408,900	0	408,900
<b>Total:</b>	<b>1,856,600</b>	<b>352,238</b>	<b>2,235,643</b>

**Expenditures:**

	\$	\$	\$
123-5901-602.10-10 Salaries & Wages	847,937	189,168	1,063,910
123-5901-602.10-11 Overtime	33,000	27,070	60,070
123-5901-602.10-20 Social Security	65,164	12,453	77,617
123-5901-602.10-30 Group Health Insurance	97,500	112,490	209,990
123-5901-602.10-40 Retirement	82,300	(82,300)	0
123-5901-602.10-41 TCRS Retirement	0	101,731	101,731
123-5901-602.10-42 TCRS Hybrid Retirement	0	12,712	12,712
123-5901-602.10-43 ICMA Retirement	0	32,731	32,731
123-5901-602.10-50 Life Insurance	1,235	1,489	2,724
123-5901-602.10-52 Long Term Disability Ins	1,871	0	1,871
123-5901-602.10-60 Workmen's Compensation	31,363	(20,362)	11,001
123-5901-602.10-61 Unemployment Insurance	1,130	3,111	4,241
123-5901-602.20-10 Advertising & Publication	3,000	(1,977)	1,023
123-5901-602.20-11 Printing & Binding	7,000	(1,720)	5,280
123-5901-602.20-20 Professional/Consultant	46,000	(45,979)	21
123-5901-602.20-21 Accounting & Auditing	3,000	(3,000)	0
123-5901-602.20-30 Electric Service	8,000	12,705	20,705

123-5901-602.20-33 Water & Sewer	3,000	913	3,913
123-5901-602.20-34 Telephone	8,000	(4,535)	3,465
123-5901-602.20-36 Natural Gas	3,000	1,044	4,044
123-5901-602.20-40 Travel Expense	9,000	7,149	16,149
123-5901-602.20-41 Registration Fees/Tuition	4,000	170	4,170
123-5901-602.20-42 Personal Vehicle Reimburs	300	(300)	0
123-5901-602.20-43 Dues & Memberships	7,000	(5,050)	1,950
123-5901-602.20-44 Literature/Subscriptions	1,000	106	1,106
123-5901-602.20-45 Training	4,000	(930)	3,070
123-5901-602.20-52 Medical Services	1,000	(244)	756
123-5901-602.20-54 Equipment Rental	5,000	696	5,696
123-5901-602.20-55 Repairs & Maintenance	76,200	(69,230)	6,970
123-5901-602.20-56 Repairs & Maint-Vehicles	200,000	141,054	341,054
123-5901-602.20-57 Computer Repairs/Mainten	0	2,015	2,015
123-5901-602.20-68 Covid-19	0	20,862	20,862
123-5901-602.20-69 Stormwater Fee Expense	300	1,143	1,443
123-5901-602.20-75 Temporary Employees	19,000	(11,710)	7,290
123-5901-602.20-99 Miscellaneous	90,000	59,582	149,582
123-5901-602.30-10 Office Supplies	7,000	(1,438)	5,562
123-5901-602.30-11 Postage	700	(250)	450
123-5901-602.30-12 Food	1,600	1,528	3,128
123-5901-602.30-20 Operating Supplies & Tool	12,000	(4,430)	7,570
123-5901-602.30-22 Maintenance Supplies	8,400	9,875	18,275
123-5901-602.30-26 Sign Parts & Supplies	2,000	(1,731)	269
123-5901-602.30-29 Clothing & Uniforms	8,000	(3,175)	4,825
123-5901-602.30-44 Motor Pool Charges	600	(600)	0
123-5901-602.30-68 Covid-19	0	9,630	9,630
123-5901-602.50-10 Buildings	3,000	(3,000)	0
123-5901-602.50-26 Vehicle Ins Chgd by FLM	4,000	2,772	6,772
123-5902-602.20-56 Repairs & Maint-Vehicles	150,000	(150,000)	0
<b>Total:</b>	<b>1,856,600</b>	<b>352,238</b>	<b>2,235,643</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

*Item IX1.*



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for the General Projects-Special Revenue Fund and the Sewer Project Fund in FY24**

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

Action Form No.:	AF-261-2023	Final Adoption:	August 15, 2023
Work Session:	July 31, 2023	Staff Work By:	John Morris
First Reading:	August 1, 2023	Presentation By:	Chris McCartt

**Recommendation:**  
 Approve the Ordinance

**Executive Summary:**  
 The General Projects-Special Revenue Fund is being amended by accepting a grant from the Tennessee Arts Commission in the amount of \$12,400 to the TAC Creative Partner Grant project (NC2404).

The Sewer Project Fund is being amended by moving \$3,610,000 from the Sewer I&I Rehab project (SW2203) to the I&I Upg-Garden/Industry Dr project (SW2306).

**Attachments:**  
 1. Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the General Projects-Special Revenue Fund be amended by accepting a grant from the Tennessee Arts Commission to the TAC Creative Partner Grant project (NC2404) in the amount of \$12,400.

SECTION II. That the Sewer Project Fund be amended by transferring \$3,610,000 from the Sewer I&I Rehab project (SW2203) to the I&I Upg-Garden/Industry Dr project (SW2306).

**Account Number/Description:**

**General Projects-Special Revenue Fund (111)**

**TAC Creative Partner Grant (NC2404)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	0	12,400	12,400
<b>Total:</b>	<b>0</b>	<b>12,400</b>	<b>12,400</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	12,400	12,400
<b>Total:</b>	<b>0</b>	<b>12,400</b>	<b>12,400</b>

**Account Number/Description:**

**Sewer Project Fund: 452**

**Sewer I&I Rehab (SW2203)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	1,246,650	(1,246,650)	0
452-0000-391.05-47 Series 2017 B GO Bonds	34	0	34
452-0000-391.05-69 GO Bonds Series 2021	2,661,599	(2,363,350)	298,249
452-0000-391.42-00 From Sewer Fund	198,477	0	198,477
<b>Total:</b>	<b>4,106,760</b>	<b>(3,610,000)</b>	<b>496,760</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	500,000	(499,885)	115
452-0000-606.90-01 Land	40,000	420,024	460,024
452-0000-606.90-03 Improvements	3,566,760	(3,530,139)	36,621
<b>Total:</b>	<b>4,106,760</b>	<b>(3,610,000)</b>	<b>496,760</b>

**I&I Upg-Garden/Industry Dr (SW2306)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-337-16-23 American Rescue Plan	0	1,246,650	1,246,650
452-0000-391.05-69 GO Bonds Series 2021	0	2,363,350	2,363,350
<b><i>Totals:</i></b>	<b>0</b>	<b>3,610,000</b>	<b>3,610,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	0	357,800	357,800
452-0000-606.90-03 Improvements	0	3,252,200	3,252,200
<b><i>Totals:</i></b>	<b>0</b>	<b>3,610,000</b>	<b>3,610,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Zoning of Tax Map 46P, Group F, a Portion of Parcels 9.50 and 10.50 Located Along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District**

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

Action Form No.: AF-241-2023  
Work Session: July 17, 2023  
First Reading: July 18, 2023  
Final Adoption: August 1, 2023  
Staff Work By: Ken Weems  
Presentation By: K. Weems

**Recommendation:**

Approve ordinance amending the zoning ordinance to rezone Tax Map 46P, Group F, a portion of parcels 9.50 and 10.50 located along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 10.2 acres located along Brickyard Park Drive from the M-2 zone to the PD zone. The purpose of the rezoning is to facilitate future development of the Brickyard residential and green space area. No public comment was received on this item. During their June 2023 regular meeting, the Kingsport Regional Planning Commission voted to send a positive recommendation to the Board of Mayor and Aldermen in support of approving the rezoning request by a vote of 6-0. The notice of public hearing was published on July 3, 2023.

**Attachments:**

- 1. Zoning Ordinance

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

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRICKYARD PARK DRIVE FROM THE M-2, GENERAL MANUFACTURING DISTRICT TO THE PD, PLANNED DEVELOPMENT DISTRICT IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Brickyard Park Drive from the M-2, General Manufacturing District to the PD, Planned Development District in the 11<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING AT A POINT LOCATED ON THE NORTHERLY SIDELINE OF BRICKYARD PARK DRIVE AND A CORNER TO THE CITY OF KINGSPORT (DEED BOOK 3261, PAGE 2141). THENCE LEAVING SAID SIDELINE AND ALONG THE CITY OF KINGSPORT NORTH 46° 22' 50 WEST, A DISTANCE OF 430.14 FEET TO A POINT. THENCE CONTINUE ALONG THE CITY OF KINGSPORT AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703) NORTH 40° 37' 10" WEST, A DISTANCE OF 562.14 FEET TO A POINT, SAID POINT IN THE LINE OF THE CITY OF KINGSPORT (DEED BOOK 3464, PAGE 1416). THENCE ALONG THE CITY OF KINGSPORT NORTH 49° 23' 33" EAST, A DISTANCE OF 262.44 FEET TO A POINT, SAID POINT A CORNER TO LOT 2, DIVISION OF THE CITY OF KINGSPORT PROPERTY (PLAT BOOK 58, PAGE 593) AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE SOUTH 35° 02' 49" EAST, A DISTANCE OF 469.85 FEET TO A POINT, SAID POINT IN THE LINE OF LOT 1, DIVISION OF CITY OF KINGSPORT PROPERTY (PLAT BOOK 58, PAGE 597). THENCE THROUGH LOT 1 SOUTH 41° 19' 59" EAST A DISTANCE OF 504.98 FEET TO A POINT LOCATED ON THE NORTHERLY SIDELINE OF BRICKYARD PARK DRIVE. THENCE ALONG SAID SIDELINE SOUTH 43° 49' 49" WEST, A DISTANCE OF 180.77 FEET TO

THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.964 ACRES, MORE OR LESS.

Tract 2:

BEGINNING AT A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY FOR THE CC & O RAILROAD, SAID MONUMENT A CORNER TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (DEED BOOK 3464, PAGE 1703). THENCE ALONG SAME SOUTH 34° 26' 29" WEST, A DISTANCE OF 529.27 FEET TO A 1/2" IRON ROD (OLD), SAID ROD IN THE LINE OF CITY OF KINGSPORT (DEED BOOK 3464, PAGE 1416). THENCE THROUGH THE CITY OF KINGSPORT PROPERTY NORTH 14° 28' 47" WEST, A DISTANCE OF 122.97 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; NORTH 34° 14' 01" WEST, A DISTANCE OF 171.28 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; NORTH 19° 05' 51" WEST, A DISTANCE OF 203.48 FEET TO A IRON ROD (NEW) WITH A&A CAP; NORTH 17° 18' 19" WEST, A DISTANCE OF 180.98 FEET TO A 1/2" IRON ROD (NEW) WITH A&A CAP; AND NORTH 07° 00' 20" EAST, A DISTANCE OF 172.34 FEET TO A 1/2" IRON ROD (OLD), SAID ROD LOCATED IN THE SOUTHERLY RIGHT OF WAY OF THE CC & O RAILROAD. THENCE ALONG SAME SOUTH 55° 34' 53" EAST, A DISTANCE OF 637.42 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 4.613 ACRES, MORE OR LESS AND IS KNOWN AS LOT 2, DIVISION OF THE CITY OF KINGSPORT, TENNESSEE PROPERTY AS SHOWN IN PLAT BOOK 58 AT PAGE 593.

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

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

ATTEST:

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

APPROVED AS TO FORM:

Item X1.

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RODNEY B. ROWLETT, III  
City Attorney

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





**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 the General Purpose School Fund and the General Project Fund Budgets**

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

Action Form No.: AF-242-2023  
Work Session: July 17, 2023  
First Reading: July 18, 2023

**Final Adoption: August 1, 2023**  
Staff Work By: David Frye  
Presentation By: David Frye

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The Board of Education approved fiscal year 2024 budget amendment number one at their meeting on July 11, 2023. This amendment increases the General Purpose School Fund budget by \$214,300. The estimated revenue for Other Local Revenues is being increased by \$214,300 for a \$4,300 donation received from the Ballad Health, a \$10,000 donation received from the Dobyys-Bennett Band Boosters, and a donation received from the Melissa’s Hope Foundation. The Ballad Health donation is to fund the construction of a “reset room” at Sevier Middle School, to aid in positive mental health and stress reduction for students and teachers. The donation from the band booster will help fund the purchase of a John Deere Gator for the Dobyys-Bennett Band program. The donation from the Melissa’s Hope Foundation is to be used for Special Education expenses at Dobyys-Bennett High School and Sevier Middle School. The General Project Fund budget will be increased by \$745,063, to reflect insurance proceeds received in the Sullivan North Renovation project due to water damage done during the freezing temperatures on December 25, 2022.

**Attachments:**

- 1. Ordinance

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND AND THE GENERAL PROJECT FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Other Local Revenue by \$214,300. The expenditure budget will be amended by increasing the appropriations for Sevier Non-Instructional Equipment by \$4,300; by increasing the budget for Dobyms-Bennett Band Equipment by \$10,000; and by increasing various Special Education expenditure account for Dobyms Bennett and Sevier by \$200,000. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Sullivan North Renovation project (GP1733) by \$745,063

**Fund 141: General Purpose School Fund**

<u>Revenues:</u>	\$	\$	\$
141-0000-369-4990 Other Local Revenue	700,000	214,300	914,300
<b>Totals</b>	<b>700,000</b>	<b>214,300</b>	<b>914,300</b>

<u>Expenditures:</u>	\$	\$	\$
141-7610-871-0790 Sevier-Non-Inst Equipment	13,096	4,300	17,396
141-7200-773-0790 D-B-Fine Arts Equipment	80,000	10,000	90,000
141-7100-721-0429 D-B Sped Inst-Inst Supplies	5,600	50,000	55,600
141-7100-721-0725 D-B Sped Inst-Inst Equip	0	10,000	10,000
141-7100-782-0457 D-B Sped Support-Staff Dev	0	40,000	40,000
141-7110-721-0116 Sev Sped Inst-Teacher Sal	321,700	12,000	333,700
141-7110-721-0201 Sev Sped Inst-Social Security	23,500	750	24,250
141-7110-721-0204 Sev Sped Inst-St Retirement	27,800	1,100	28,900
141-7110-721-0212 Sev Sped Inst-Medicare	5,500	150	5,650
141-7110-721-0429 Sev Sped Inst-Inst Supplies	2,400	7,200	9,600
141-7110-721-0725 Sev Sped Inst-Inst Equip	0	26,750	26,750
141-7210-782-0457 Sev Sped Support-Staff Dev	0	15,050	15,050
141-7210-782-0790 Sev Sped Support-Otr Equip	0	37,000	37,000
<b>Totals</b>	<b>479,596</b>	<b>214,300</b>	<b>693,896</b>

**Fund 311: General Project Fund**

<u>Sullivan North Renovation Project (GP1733)</u>	\$	\$	\$
<u>Revenues:</u>			
311-0000-361-1050 School Bond Interest	679,792		679,792
311-0000-368-9900 Miscellaneous Revenue	450,000	745,063	1,195,063
311-0000-391-2100 Transfer from School Fund	3,114,758		3,114,758
311-0000-391-2150 Sullivan Co School Bonds	2,365,050		2,365,050
<b>Total:</b>	<b>6,609,600</b>	<b>745,063</b>	<b>7,354,663</b>

**Expenditures:**

311-0000-601-2022	Construction Contracts	5,284,600	(450,000)	4,834,600
311-0000-601-2023	Architect/Engineering Serv	1,325,000		1,325,000
311-0000-601-9003	Improvements	0	1,195,063	1,195,063
<b>Total:</b>		<b>6,609,600</b>	<b>745,063</b>	<b>7,354,663</b>

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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



**AGENDA ACTION FORM**

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

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

Action Form No.: AF-246-2023  
Work Session: July 17, 2023  
First Reading: July 18, 2023  
Final Adoption: **August 1, 2023**  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the Ordinance.

**Executive Summary:**

The General Fund is being amended to accept the State SRO grant in the amount of \$1,050,000. This grant was previously budgeted to come from the schools. It also accepts a \$90,000 contribution from Sullivan County for the Kingsport Lifesaving Crew.

The General Projects-Special Revenue Fund is being amended to accept a Violent Crime Intervention grant from the State of Tennessee in the amount of \$475,917.

The General Project Fund is being amended to transfer ARPA funds from the Library Renovation project to be used for Street Resurfacing in the amount of \$3,400,000. This money will be replaced with Bond money after issuance.

The Water Fund is being increased by \$804,000. Water Sales revenue line will exceed original budget.

The Stormwater Fund is being increased to set up the FY 2024 CIP request.

The Water, Sewer, and Stormwater project funds are being amended by transferring project funds to other various projects within their funds.

**Attachments:**

- 1. Ordinance

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund be amended by accepting a grant from the State for SRO officers to the Direct Appropriation line (110-0000-332.57-00) in the amount of \$1,050,000, reducing the From School Fund line (110-0000-391.21-00) by \$1,040,000, and reducing the Police Court Fines line by \$10,000; by transferring \$400,000 from the Future Appropriations line (110-4890-901.60-01) to the Miscellaneous line (110-3030-443.20-99) to cover the cost of vehicles, equipment, and uniforms for the new SROs; and by accepting funding from Sullivan County to the Contribution Fire Service line (110-0000-333.20-00) in the amount of \$90,000 and increasing the Salaries & Wages line (110-3501-451.10-10) in the amount of \$90,000.

SECTION II. That the General Projects-Special Revenue Fund be amended by accepting a grant from the State of Tennessee to the Violent Crime Intervention project (NC2403) in the amount of \$475,917.

SECTION III. That the General Project Fund be amended by transferring \$3,400,000 from the Library Renovations project (GP2300) to the Streets Resurfacing project (GP2400).

SECTION IV. That the Water Fund be amended by increasing the Water Sales line (411-0000-371.10-00) by \$804,000 and increasing the Electric Service line (411-5003-501.20-30) by \$504,000, the Operating Tools & Supplies line (411-5003-501.30-20) by \$200,000, and the Construction Contracts line (411-5004-501.20-22) by \$100,000.

SECTION V. That the Water Project Fund be amended by transferring \$786,000 from the Plant Facility Improvements project (WA2101) to the WTP High Service Improvements project (WA2007).

SECTION VI. That the Sewer Project Fund be amended by transferring \$95,000 from the WWTP Digester Cleaning project (SW2010) to the System Improvements SLS project (SW2005), \$49,000 from WWTP Digester Cleaning project (SW2010) to the Industry Dr Prop Purch project (SW2403); and by transferring \$375,000 from the SLS Improvements project (SW2204) to the Industry Dr Prop Purch project (SW2403). Close SW2010.

SECTION VII. That the Stormwater Fund be increased by increasing the From Fund Balance line (417-0000-392.01-00) by \$200,000 and the To Stormwater Proj Fund line (417-6996-696.76-05) in the amount of \$200,000.

SECTION VIII. That the Stormwater Project Fund be increased by appropriating \$200,000 to the Stormwater Infrastructure project (ST2400).

**Account Number/Description:**

**General Fund: 110**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
<b><u>Revenues:</u></b>			
110-0000-332.57-00 Direct Appropriation	0	1,050,000	1,050,000
110-0000-333.20-00 Contribution Fire Service	138,600	90,000	228,600
110-0000-351.30-65 Red Light Camera-Fines	300,000	(10,000)	290,000
110-0000-391.21-00 From School Fund	1,040,000	(1,040,000)	0
<b>Total:</b>	<b>1,478,600</b>	<b>90,000</b>	<b>1,568,600</b>

**Expenditures:**

	\$	\$	\$
110-3030-443.20-99 Miscellaneous	0	400,000	400,000
110-3501-451-10-10 Salaries & Wages	6,645,250	90,000	6,735,250
110-4890-901.60-01 Future Appropriations	1,000,000	(400,000)	600,000
<b>Total:</b>	<b>7,645,250</b>	<b>90,000</b>	<b>7,735,250</b>

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

**Violent Crime Intervention (NC2403)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
<b><u>Revenues:</u></b>			
111-0000-332.69-00 Miscellaneous Other State	0	475,917	475,917
<b>Total:</b>	<b>0</b>	<b>475,917</b>	<b>475,917</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.90-04 Equipment	0	475,917	475,917
<b>Total:</b>	<b>0</b>	<b>475,917</b>	<b>475,917</b>

**General Projects Fund: 311**

**Library Renovations (GP2300)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
<b><u>Revenues:</u></b>			
311-0000-331.95-00 American Rescue Plan Act	4,878,444	(3,400,000)	1,478,444
311-0000-368.10-55 Series 2017 A GO Bonds	64,000	0	64,000
311-0000-368.10-56 GO Bonds Series 2018 A	236,000	0	236,000
<b>Total:</b>	<b>5,178,444</b>	<b>(3,400,000)</b>	<b>1,778,444</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	4,932,044	(3,400,000)	1,532,044
311-0000-601.20-23 Arch/Eng/Landscaping Fee	246,400	0	246,400
<b>Total:</b>	<b>5,178,444</b>	<b>(3,400,000)</b>	<b>1,778,444</b>

**Street Resurfacing (GP2400)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-331.95-00 American Rescue Plan Act	0	3,400,000	3,400,000
<b>Total:</b>	<b>0</b>	<b>3,400,000</b>	<b>3,400,000</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	3,000,000	3,000,000
311-0000-601.20-23 Arch/Eng/Landscaping Fee	0	400,000	400,000
<b>Total:</b>	<b>0</b>	<b>3,400,000</b>	<b>3,400,000</b>

**Water Fund: 411**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
411-0000-371.10-00 Water Sales	15,650,600	804,000	16,454,600
<b>Total:</b>	<b>15,650,600</b>	<b>804,000</b>	<b>16,454,600</b>

**Expenditures:**

	\$	\$	\$
411-5003-501.20-30 Electric Service	1,275,500	504,000	1,779,500
411-5003-501.30-20 Operating Supplies & Tools	350,000	200,000	550,000
411-5004-501.20-22 Construction Contracts	50,000	100,000	150,000
<b>Total:</b>	<b>1,675,500</b>	<b>804,000</b>	<b>2,479,500</b>

**Water Project Fund: 451**

**Plant Facility Imp (WA2101)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-45 Series 2016 Go (Nov 4)	31,287	0	31,287
451-0000-391.05-56 Series 2019 GO Improvement	549,214	(525,352)	23,862
451-0000-391.45-00 From Water Fund	350,228	(260,648)	89,580
<b>Total:</b>	<b>930,729</b>	<b>(786,000)</b>	<b>144,729</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	128,919	0	128,919
451-0000-605.90-03 Improvements	801,810	(786,000)	15,810
<b>Total:</b>	<b>930,729</b>	<b>(786,000)</b>	<b>144,729</b>

<b><u>WTP High Service Improvements (WA2007)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-331.34-20 EDA Grant/ High Service	1,500,000	0	1,500,000
451-0000-391.05-31 2014 B GO Bonds	310,000	0	310,000
451-0000-391.05-45 Series 2016 GO (Nov 4)	66,827	0	66,827
451-0000-391.05-48 GO Bonds Series 2018 B	142,704	0	142,704
451-0000-391.05-56 Series 2019 GO Improve	321,879	525,352	847,231
451-0000-391.05-71 DWF-2023-254 High Service	7,000,000	0	7,000,000
451-0000-391.45-00 From Water Fund	0	260,648	260,648
<b>Total:</b>	<b>9,341,410</b>	<b>786,000</b>	<b>10,127,410</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	9,337,727	786,000	10,123,727
451-0000-605.90-03 Improvements	3,683	0	3,683
<b>Total:</b>	<b>9,341,410</b>	<b>786,000</b>	<b>10,127,410</b>

**Sewer Project Fund: 452**

<b><u>WWTP Digester Cleaning (SW2010)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvement	30,217	0	30,217
452-0000-391.05-69 GO Bonds Series 2021	599,000	(144,000)	455,000
452-0000-391.42-00 From Sewer Fund	150,000	0	150,000
<b>Total:</b>	<b>779,217</b>	<b>(144,000)</b>	<b>635,217</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	779,217	(144,000)	635,217
<b>Total:</b>	<b>779,217</b>	<b>(144,000)</b>	<b>635,217</b>

<b><u>System Improvements SLS (SW2005)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
452-0000-391.05-40 2015 A (OCT) GP PUB IMP	310,429	0	310,429
452-0000-391.05-45 Series 2016 GO (Nov 4)	23,812	0	23,812
452-0000-391.05-47 Series 2017 B GO Bonds	706,000	0	706,000
452-0000-391.05-56 Series 2019 GO Improvment	484,400	0	484,400
452-0000-391.05-69 GO Bonds Series 2021	0	95,000	95,000
452-0000-391.42-00 From Sewer Fund	102,000	0	102,000
<b>Total:</b>	<b>1,626,641</b>	<b>95,000</b>	<b>1,721,641</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	1,385,245	0	1,385,245
452-0000-606.20-23 Arch/Eng/Landscaping Serv	161,750	95,000	256,750
452-0000-606.90-01 Land	2,686	0	2,686
452-0000-606.90-03 Improvements	76,960	0	76,960
<b>Total:</b>	<b>1,626,641</b>	<b>95,000</b>	<b>1,721,641</b>



**SLS Improvements (SW2204)**

**Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	1,661,400	(375,000)	1,286,400
<b>Total:</b>	<b>1,661,400</b>	<b>(375,000)</b>	<b>1,286,400</b>

**Expenditures:**

452-0000-606.20-20 Professional/Consultant

452-0000-601.90-03 Improvements

	\$	\$	\$
	40,000	0	40,000
	1,621,400	(375,000)	1,246,400
<b>Total:</b>	<b>1,661,400</b>	<b>(375,000)</b>	<b>1,286,400</b>

**Industry Dr Prop Purch (SW2403)**

**Revenues:**

452-0000-391.05-69 GO Bonds Series 2021

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	424,000	424,000
<b>Total:</b>	<b>0</b>	<b>424,000</b>	<b>424,000</b>

**Expenditures:**

452-0000-601.90-01 Land

	\$	\$	\$
	0	424,000	424,000
<b>Total:</b>	<b>0</b>	<b>424,000</b>	<b>424,000</b>

**Fund 417: Stormwater Fund**

**Revenues:**

417-0000-392.01-00 From Fund Balance

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Expenditures:**

417-6996-696.76-05 Storm Water Project Fund

	\$	\$	\$
	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Fund 457: Stormwater Project Fund**

**Stormwater Infrastructure (ST2400)**

**Revenues:**

457-0000-391.95-00 Storm Water Fund

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Expenditures:**

457-0000-622.90-03 Improvements

	\$	\$	\$
	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Budget Adjustment Ordinance for Various Funds in FY23**

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

Action Form No.: AF-245-2023  
Work Session: July 17, 2023  
First Reading: July 18, 2023

**Final Adoption: August 1, 2023**  
Staff Work By: John Morris  
Presentation By: Chris McCartt

**Recommendation:**

Approve the Ordinance.

**Executive Summary:**

The MPO Transportation Planning Organization Project Fund is being amended to close out MPO019, MPO022, UMS820, and UMS821.

The General Fund is being amended to return the \$692 remaining from closing the MPO projects.

The Community Development Block Grant Project Fund is being amended to close CD1905.

**Attachments:**

- 1. Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR  
THE YEAR ENDING JUNE 30, 2023; AND, TO FIX THE  
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Organization Project Fund be amended by decreasing the MPO Administration project (MPO019) by reducing the From General Fund line (122-0000-391.00-00) by \$7,670 and reducing the Salaries & Wages line (122-0000-609-10-10) by \$7,500 and the Social Security line (122-0000-609.10-20) by \$170; by increasing the Urban Mass Tran Asst TN20 project (UMS820) by \$1,621 by increasing the FTA/TN Section 5303 10% line (122-0000-332.79-10) by \$162, the FTA/TN Section 5303 80% line (122-0000-337.90-10) by \$1,297, and the From General Fund line (122-0000-391.10-00) by \$162, and by increasing the Salaries & Wages line (122-0000-602.10-10) by \$1,621; by increasing the MPO Administration project (MPO022) by increasing the From General Fund line (122-0000-391.10-00) by \$4,185 and increasing the Salaries and Wages line (122-0000-609.10-10) by \$4,185; and by amending the Urban Mass Tran Asst TN21 project (UMS821) by decreasing the FTA/TN Section 5303 10% line (122-0000-332.79-10) by \$2,631 and by increasing the From General Fund line by \$2,631. Close MPO019, UMS820, MPO022, and UMS821.

SECTION II. That the General Fund be amended by decreasing the To MPO Fund line (110-4804-481.70-50) by \$692 and increasing the Professional Consultant line (110-4810-481.20-20) by \$692.

SECTION III. That the Community Development Block Grant Project Fund be amended by decreasing the CDBG Administration project (CD1901) by reducing the Community Development line (124-0000-331.10-00) by \$280 and the Advertising & Publication line (124-0000-603.20-10) by \$280; and by increasing the Community Enrichment project (CD1905) by increasing the Community Development line (124-0000-331.10-00) by \$280 and the increasing the Grants line (124-0000-603.40-23) by \$280.

**Account Number/Description:**

**MPO Project Fund: 122**

**MPO Administration (MPO019)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
122-0000-337.52-10 FHWA/TN FHWA 80%	242,800	0	242,800
122-0000-337.52-25 FHWA/VA FHWA 100%	2,061	0	2,061
122-0000-391.01-00 From General Fund	61,200	(7,670)	53,530
<b>Total:</b>	<b>306,061</b>	<b>(7,670)</b>	<b>298,391</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
122-0000-609.10-10 Salaries & Wages	157,600	(7,500)	150,100
122-0000-609.10-20 Social Security	13,500	(170)	13,330
122-0000-609.10-30 Group Health Insurance	25,600	0	25,600
122-0000-609.10-40 Retirement	22,900	0	22,900
122-0000-609.10-41 TCRS Retirement	0	0	0
122-0000-609.10-43 ICMA Retirement	0	0	0
122-0000-609.10-50 Life Insurance	280	0	280

122-0000-609.10-52 Long Term Disability Ins	180	0	180
122-0000-609.10-60 Workmen's Comp	550	0	550
122-0000-609.10-61 Unemployment Insurance	190	0	190
122-0000-609.20-10 Advertising & Publication	1,500	0	1,500
122-0000-609.20-11 Printing & Binding	500	0	500
122-0000-609.20-20 Professional/Consultant	49,500	0	49,500
122-0000-609.20-21 Accounting & Auditing	1,000	0	1,000
122-0000-609.20-34 Telephone	100	0	100
122-0000-609.20-40 Travel Expense	9,400	0	9,400
122-0000-609.20-41 Registration Fees/Tuition	1,500	0	1,500
122-0000-609.20-42 Personal Vehicle Reimburs	800	0	800
122-0000-609.20-43 Dues & Memberships	600	0	600
122-0000-609.20-44 Literature/ Subscriptions	500	0	500
122-0000-609.20-54 Machinery/Equipment Rent	6,000	0	6,000
122-0000-609.20-56 Repair & Maint-Vehicles	2,300	0	2,300
122-0000-609.20-99 Miscellaneous	500	0	500
122-0000-609.30-10 Office Supplies	2,000	0	2,000
122-0000-609.30-11 Postage	800	0	800
122-0000-609.30-12 Food	246	0	246
122-0000-609.30-20 Operating Supplies & Tool	1,815	0	1,815
122-0000-609.30-44 Motor Pool Charges	1,400	0	1,400
122-0000-609.50-12 Liability	100	0	100
122-0000-609.50-26 Vehicle Ins Chgd by FLM	200	0	200
122-0000-609.90-04 Equipment \$1,000-\$4,999	4,000	0	4,000
122-0000-609.90-06 Equipment \$5,000 & Over	500	0	500
<b>Total:</b>	<b>306,061</b>	<b>(7,670)</b>	<b>298,391</b>

**Urban Mass Tran Asst TN20 (UMS820)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
122-0000-332.79-10 FTA/TN Section 5303 10%	5,473	162	5,635
122-0000-337.90-10 FTA/TN Section 5303 80%	43,784	1,297	45,081
122-0000-391.01-00 From General Fund	5,473	162	5,635
<b>Total:</b>	<b>54,730</b>	<b>1,621</b>	<b>56,351</b>

**Expenditures:**

	\$	\$	\$
122-0000-602.10-10 Salaries & Wages	40,000	1,621	41,621
122-0000-602.10-20 Social Security	3,200	0	3,200
122-0000-602.10-30 Group Health Insurance	4,800	0	4,800
122-0000-602.10-40 Retirement	6,500	0	6,500
122-0000-602.10-41 TCRS Retirement	0	0	0
122-0000-602.10-50 Life Insurance	100	0	100
122-0000-602.10-52 Long Term Disability Ins	0	0	0
122-0000-602.10-60 Workmen's Comp	100	0	100
122-0000-602.10-61 Unemployment Insurance	30	0	30
<b>Total:</b>	<b>54,730</b>	<b>1,621</b>	<b>56,351</b>

**MPO Administration (MPO022)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
122-0000-332.90-95 CPG 5% State Funding	17,730	0	17,730
122-0000-337.52-10 FHWA/TN FHWA 80%	283,672	0	283,672
122-0000-337.52-25 FHWA/VA FHWA 100%	24	0	24
122-0000-391.01-00 From General Fund	53,688	4,185	57,873
<b>Total:</b>	<b>355,114</b>	<b>4,185</b>	<b>359,299</b>

**Expenditures:**

	\$	\$	\$
122-0000-609.10-10 Salaries & Wages	193,700	4,185	197,885
122-0000-609.10-20 Social Security	14,900	0	14,900
122-0000-609.10-30 Group Health Insurance	31,200	0	31,200
122-0000-609.10-41 TCRS Retirement	27,700	0	27,700
122-0000-609.10-43 ICMA Retirement	3,680	0	3,680
122-0000-609.10-50 Life Insurance	360	0	360
122-0000-609.10-52 Long Term Disability Ins	200	0	200
122-0000-609.10-60 Workmen's Comp	390	0	390
122-0000-609.10-61 Unemployment Insurance	160	0	160
122-0000-609.20-10 Advertising & Publication	1,700	0	1,700
122-0000-609.20-11 Printing & Binding	300	0	300
122-0000-609.20-20 Professional/Consultant	50,000	0	50,000
122-0000-609.20-21 Accounting & Auditing	1,000	0	1,000
122-0000-609.20-34 Telephone	100	0	100
122-0000-609.20-40 Travel Expense	9,300	0	9,300
122-0000-609.20-41 Registration Fees/Tuition	2,000	0	2,000
122-0000-609.20-42 Personal Vehicle Reimburs	800	0	800
122-0000-609.20-43 Dues & Memberships	200	0	200
122-0000-609.20-44 Literature/ Subscriptions	2,300	0	2,300
122-0000-609.20-54 Machinery/Equipment Rent	6,000	0	6,000
122-0000-609.20-56 Repair & Maint-Vehicles	1,200	0	1,200
122-0000-609.30-10 Office Supplies	2,100	0	2,100
122-0000-609.30-11 Postage	300	0	300
122-0000-609.30-12 Food	24	0	24
122-0000-609.30-44 Motor Pool Charges	1,200	0	1,200
122-0000-609.50-12 Liability	100	0	100
122-0000-609.50-26 Vehicle Ins Chgd by FLM	150	0	150
122-0000-609.90-04 Equipment \$1,000-\$4,999	3,550	0	3,550
122-0000-609.90-06 Equipment \$5,000 & Over	500	0	500
<b>Total:</b>	<b>355,114</b>	<b>4,185</b>	<b>359,299</b>

**Urban Mass Tran Asst TN21 (UMS821)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
122-0000-332.79-10 FTA/TN Section 5303 10%	5,700	(2,631)	3,069
122-0000-337.90-10 FTA/TN Section 5303 80%	45,600	0	45,600
122-0000-391.01-00 From General Fund	5,700	2,631	8,331
<b>Total:</b>	<b>57,000</b>	<b>0</b>	<b>57,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
122-0000-602.10-10 Salaries & Wages	41,500	0	41,500
122-0000-602.10-20 Social Security	3,500	0	3,500
122-0000-602.10-30 Group Health Insurance	5,000	0	5,000
122-0000-602.10-41 TCRS Retirement	6,700	0	6,700
122-0000-602.10-50 Life Insurance	170	0	170
122-0000-602.10-60 Workmen's Comp	100	0	100
122-0000-602.10-61 Unemployment Insurance	30	0	30
<b>Total:</b>	<b>57,000</b>	<b>0</b>	<b>57,000</b>

<b><u>General Fund: 110</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Expenditures:</u></b>	\$	\$	\$
110-4804-481.70-52 To MPO Fund	127,859	(692)	127,167
110-4810-481.20-20 Professional/Consultant	255	692	947
<b>Total:</b>	<b>128,114</b>	<b>0</b>	<b>128,114</b>

**CDBG Project Fund: 124**

**CDBG Administration (CD1901)**

<b><u>Revenues:</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
124-0000-331.10-00 Community Development	94,678	(280)	94,398
<b>Total:</b>	<b>94,678</b>	<b>(280)</b>	<b>94,398</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
124-0000-603.10-10 Salaries & Wages	49,881	0	49,881
124-0000-603.10-20 Social Security	6,177	0	6,177
124-0000-603.10-30 Group Health Insurance	13,732	0	13,732
124-0000-603.10-40 Retirement	0	0	0
124-0000-603.10-41 TCRS Retirement	12,946	0	12,946
124-0000-603.10-43 ICMA Retirement	54	0	54
124-0000-603.10-50 Life Insurance	129	0	129
124-0000-603.10-52 Long Term Disability Ins	124	0	124
124-0000-603.10-60 Workmen's Comp	110	0	110
124-0000-603.10-61 Unemployment Insurance	40	0	40
124-0000-603.20-10 Advertising & Publication	500	(280)	220
124-0000-603.20-21 Accounting & Auditing	1,200	0	1,200
124-0000-603.20-34 Telephone	1,000	0	1,000
124-0000-603.20-40 Travel Expense	7,035	0	7,035
124-0000-603.20-43 Dues & Memberships	1,000	0	1,000
124-0000-603.30-10 Office Supplies	500	0	500
124-0000-603.30-11 Postage	250	0	250
<b>Total:</b>	<b>94,678</b>	<b>(280)</b>	<b>94,398</b>

<u>Community Enrichment (CD1905)</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
124-0000-331.10-00 Community Development	36,257	280	36,537
<b>Total:</b>	<b>36,257</b>	<b>280</b>	<b>36,537</b>
 <u>Expenditures:</u>	 \$	 \$	 \$
124-0000-603.40-23 Grants	36,257	280	36,537
<b>Total:</b>	<b>94,678</b>	<b>280</b>	<b>36,537</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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





**AGENDA ACTION FORM**

**Consideration of a Resolution to Amend the Professional Service Agreement with LDA Engineering for Additional Construction Administration and Inspection Due to Project Delays**

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

Action Form No.: AF- 255-2023  
 Work Session: July 31, 2023  
 First Reading: N/A  
 Final Adoption: August 1, 2023  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**  
 On June 25, 2018, the City entered into an agreement with LDA Engineering for design and bidding assistance for replacement of sewer lift stations #108 (Oak Glen Dr.), #307 (Lakeside Dr.) and #308 (Cooks Valley Rd). Amendment 1 moved the project into the construction phase after the project was put on hold due to rebidding the W. Kingsport sewer lift station project and COVID.

Supply chain issues for critical control panel components delayed substantial completion of the project approximately seven months from the original contract. A change order was approved extending the project completion from 210 to 405 days. The contractor has continued to work on the project but, the electrical and controls portion of the station(s) construction has lagged behind the remainder of the facility components. This amendment request includes additional engineering during construction, and project inspection by the consulting engineer due project delays. Total amount for this request is \$94,620. Funding is available in SW2005.

Original Contract Amount	\$ 83,500.00
Contract Amendment 1	\$ 120,350.00
Contract Amendment 2	<u>\$ 94,620.00</u>
Revised Contract Amount	\$ 298,470.00

- Attachments:**
1. Resolution
  2. LDA Amendment
  3. Change Order for Time

Item X11.

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

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

A RESOLUTION APPROVING ADDENDUM 2 TO AN AGREEMENT WITH LDA ENGINEERING FOR THE REPLACEMENT OF THREE SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, On June 25, 2018, the city entered into a Professional Services Agreement with LDA Engineering for the design and bidding assistance on the replacement of sewer lift stations no(s): 18 on Oak Glen Drive, 307 on Lakeside Drive, and 308 on Cooks Valley Road; and

WHEREAS, on July 6, 2021, Resolution No.: 2022-004, proposing an amendment to the agreement was approved and it moved the project into the construction phase after being placed on hold due to COVID; and

WHEREAS, the project has been further delayed due to supply chain issues for critical components and this has caused a delay in the substantial completion of the project by approximately seven months and a change order was issued with the Frizzell Construction (contractor) on January 10, 2023, to extend the contract times from 210 days to 405 days due to these supply chain issues; and

WHEREAS, this amendment includes additional engineering during construction and project inspection by the consulting engineer; and

WHEREAS, the funding is available in SW2005, and this amendment is for \$94,620.00, making the total of the project no more than \$284,470.00.

Now therefore,

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

SECTION I. That the second amendment to the professional service agreement with LDA Engineering 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 second amendment to the professional services agreement with LDA Engineering for replacement of sewer lift stations no(s): 108 at Oak Glen Drive, 307 at Lakeside Drive, and 308 at Cooks Valley Drive and to deliver the amendment 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 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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



LDA ENGINEERING

July 10, 2023

Ms. Niki Ensor  
Water / Wastewater Facilities Manager  
City of Kingsport  
620 West Industry Drive  
Kingsport, TN 37660

RE: Replacement of Sewer Lift Stations No. 108, 207, and 308  
Engineering Services During Construction  
Amendment No. 2 Request

Dear Niki,

Due to supply chain issues creating extended delays for critical components of the station control panels, the substantial construction completion of the referenced project has been delayed almost 7 months from the original contract. The contractor has continued to work on the project but, the electrical and controls portion of the station(s) construction has lagged behind the remainder of the facility appurtenances. LDA is currently providing Engineering Services during construction under our proposal dated June 1<sup>st</sup>, 2021.

If we take our original services during construction budget and break it out per month, we get the following monthly budgets:

C/A - \$27,000/ 7 months = \$3,857/ month  
RPR - \$75,000/ 7 months = \$10,700/ month

Using the above monthly budgets, we would request adjustments to our contract as follows:

C/A - \$3,857 X 6.5 months = \$25,070.50  
RPR - \$10,700/month X 6.5 months = \$69,550.00

To continue to provide these services, we respectfully request that the contract limits be increased as outlined above.

We appreciate the opportunity to continue to provide services to the City of Kingsport. Please notify us if you have questions or comments relative to the above request.

Sincerely,

*Steve Bostic*

Steve Bostic, P.E.  
Chief Engineer

**CITY OF KINGSPORT  
ADMINISTRATIVE CHANGE ORDER REQUISTION**

**VENDOR:** Frizzell Construction Company, Inc. **P.O. # :** Y00748  
PO Box 3292 **ORIGINAL ISSUE DATE:** 3/9/2022  
**PROJECT:** Bristol, TN 37625 **CURRENT DATE:** 1/10/2023  
**#:** SW2005 Lift Station Replacements 108, 307, **CHANGE ORDER NO:** 4

Contingency Authorized	\$ 78,300.00	100%
Prior Administrative C.O.(s)	\$ 34,584.00	44.2%
Amount this Administrative C.O.	\$ -	0.0%
Unexpended Contingency Balance	\$ 43,716.00	55.8%

DESCRIPTION	AMOUNT
Change order to extend contract times from 210 days to 405 days due to supply chain issues.	
<b>TOTAL:</b>	<b>\$ -</b>

I, (We) the undersigned hereby certify that the changes in construction charged against the contingency authorized for the herein identified contract were made in compliance with Section 2-514 of the City of Kingsport Code of Ordinances, 2012 edition.

Mike Hickman  
Project Manager (Printed)

**Signatures:**

*Mike Hickman* 1-12-2023  
Project Manager Date  
*Kevin McQuinn* 1-18-23  
City Manager Date

Route to:

- City Recorder (Original)
- Purchasing Agent (Copy)
- City Accountant (Copy)

NOTE: Signature(s) required above.  
Facsimile is **not** acceptable.

NO EN Item X11. *swell* 01/13/23

**CHANGE ORDER**

No. 4

DATE OF ISSUANCE January 10, 2023 EFFECTIVE DATE January 10, 2023

OWNER City of Kingsport  
 CONTRACTOR Frizzell Construction  
 Contract: Wastewater System Improvements  
 Project: Oak Glen, Lakeside, and Cooks Valley Pump Stations  
 OWNER's Contract No. N/A ENGINEER's Contract No. CKP802  
 ENGINEER LDA Engineering

You are directed to make the following changes in the Contract Documents.

Description: Revise the Contract Time.

Reason for Change Order: Supply chain issue impacts to control panel manufacture/delivery.

Attachments: (List documents supporting change): Correspondence from contractor and supplier.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,305,000.00</u>	Original Contract Times: Substantial Completion: <u>180</u> Ready for final payment: <u>210</u> (days)
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to No. <u>3</u> \$ <u>43,716.00</u>	Net changes from previous Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>-0-</u> Ready for final payment: <u>-0-</u> (days)
Contract Price prior to this Change Order \$ <u>1,348,716.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>180</u> Ready for final payment: <u>210</u> (days)
Net Increase (decrease) of this Change Order \$ <u>-0-</u>	Net Increase (decrease) of this Change Order Substantial Completion: <u>-195-</u> Ready for final payment: <u>-195-</u> (days)
Contract Price with all approved Change Orders \$ <u>1,348,716.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>375</u> Ready for final payment: <u>405</u> (days)

RECOMMENDED:

BY: Steve Bostic  
ENGINEER (Authorized Signature)

DATE: January 8, 2023

APPROVED:

BY: Mike Hulm  
OWNER (Authorized Signature)

DATE: 1-10-2023

ACCEPTED:

BY: Frank Whitt  
CONTRACTOR (Authorized Signature)

DATE: 1-10-23



HOME OFFICE  
1501 BLUFF CITY HWY.  
P. O. BOX 3292  
BRISTOL, TN 37625  
423-764-5107  
FAX 423-764-2455



GENERAL CONTRACTORS



CAROLINA OFFICE  
122 WOODLAWN  
P. O. BOX 984  
MT. HOLLY, NC 28120  
704-827-7676

Please send mail to  
Home Office Address

December 27, 2022

Steve Bostic, P.E.  
LDA Engineering  
4718 Lake Park Dr STE 4  
Johnson City, Tn 37615  
423-283-7227

Subject: Notice of Delay Kingsport Lift Station Project

Dear Steve,

As you are aware, we are having issues with delivery of certain electrical components for this project. Please see attached letter and email correspondence. The delivery date for the components is March 24, 2023, Custom will need 30 days to install the components, do FAT testing and ship to the site. Our electrician would need 30 days to install, wire, and test the panels. With that said, we are requesting a time extension for 195 days. Please let me know if you have any questions.

Thank you,

A handwritten signature in blue ink that reads 'Frank Whitt'.

Frank Whitt

12/18/2022

To: LDA Engineering

Subject: Kingsport Wastewater System Improvements Project Delay Update

CCU would like to submit the following schedule update for the Kingsport Wastewater System Improvements Project (Oak Glenn, Lakeside, Cooks Valley). Unfortunately, the global supply chain is not functioning as it did in years past. There are reasons for this beyond my expertise. All components and hardware supplied by CCU for our business are affected by these supply chain issues. Parts that used to be considered in-stock items are now several months out. These delays have a direct effect on CCU's project deadlines, including this project. Currently there are two main pieces to this project that are heavily delayed: the Programmable Logic Controllers (PLCs) and the Variable Frequency Drives (VFDs).

Concerning possible replacement for long lead time items, CCU does not believe part replacement to be the solution here. Kingsport uses the originally specified PLC almost exclusively throughout their utility system. Therefore, providing another PLC brand would give Kingsport a unique PLC that its staff may not know how to use/troubleshoot. For the VFD's, CCU deals in multiple VFD brands. All the VFD brands CCU recommends are experiencing equally long lead times. Therefore, replacing the Schneider Electric VFD with another brand will not improve the project completion. Please review the following updated delivery schedule for each of these items as well as the attached letters from the manufacturers further explaining these delays.

Estimated Delivery of Outstanding Parts:

1. Rockwell Automation CompactLogix PLC and components estimated to ship 3/16/2023
2. Schneider Electric VFD estimated to ship 3/20/2023

Once CCU receives these parts, our team will dedicate our skilled personnel to manufacture these panels as soon as possible. As of today, these are the only items with long lead times. However, there might be other items that get pushed back in delivery. If this occurs, CCU will immediately reach out to the Frizzell for other solutions/alternates to keep this project from experiencing further delays.

Regards,

John McNeill  
Custom Controls Unlimited, LLC

See Attached.

Kingsport Wastewater System Improvements Project Delay Update

1/1





An update on our global supply chain 12/14/2022

## Global Supply Chain Update

We, along with many industries and customers, continue to face broad-based, ongoing supply constraints stemming from component shortages, material scarcity, logistics challenges, and related issues. These challenges are compounded by the macroeconomic conditions and geopolitical events around the world including war, unexpected shutdowns due to the pandemic, and natural disasters. As a result, there are longer lead times for some of our product lines and more frequent changes to our sales order shipment dates.

We have continued to update and post product lead times every two weeks to ensure that we are appropriately reflecting the reality of our supply chain. We continue to make system adjustments to improve our delivery date reliability and minimize reschedules. Additionally, we have made large-scale investments to support our orders growth. We are confident that we have built capacity across our network and we continue to monitor our capacity for any additional requirements.

Despite these investments, we continue to face volatility in the availability of components, which is beyond our control. We are fully aware of the unfortunate inconvenience and frustration this has created for partners and customers.

### Ongoing actions we are taking:

- Extending order visibility to our supply base to ensure we are appropriately planning for extended component lead times
- Securing longer-term supply agreements with critical partners
- Re-engineering of existing products to increase component supply resiliency
- Capacity investments, with redundant manufacturing lines and additional electronic assembly equipment
- Qualification of additional suppliers to diversify our supplier base



December 15, 2022

Dear Schneider Electric Partner/Customer:

The world has changed dramatically since the onset of the COVID-19 pandemic. It set in motion a series of global events which have led to significant disruptions, many of which have impacts across the world. These include constrained labor availability, global shortages of raw materials and electronics, unreliable transportation, and reductions in available energy, just to name a few.

Supply chains across industries have been challenged by these restrictions. Schneider Electric continuously monitors the situation and employs a robust business continuity methodology to respond as quickly and effectively as possible.

At the same time, enterprise and governments are accelerating their energy transition, digitizing and electrifying their operations to improve energy efficiency and sustainability outcomes, resulting in increased demand for many of our products and solutions. We work with our partners across our supply chain, from our suppliers to our customers, to minimize the impact of disruption on customers as much as possible.

As we strive to meet order demand we are:

- Qualifying alternate components by working closely with our suppliers and R&D organization to support increased demand and improve continuity of supply.
- Reviewing supplier tooling to add machine capacity to support growth, keep buffer capacity, and provide critical redundancy.
- Working together with suppliers at multiple levels upstream to secure supplies in line with demand, plan for demand growth, and assure business continuity of their operations.
- Monitoring global transportation reliability, labor availability, and overall market dynamics and adjusting lead times as necessary, striving to keep these lead times as short as possible.
- Leveraging our network of over 180 factories and almost 90 distribution centers across the world, orchestrated by our intelligent systems and control towers to respond flexibly to benefit our customers.
- Ensuring supply categories are supported by multi-region sourcing.

Despite our collective efforts, it is not yet clear when the supply chain situation will return to normal.

Schneider Electric

se.com

At Schneider, our teams are empowered to do their best to support you and wherever we operate, we continue to adapt to evolving needs. We are focused on supporting your operations and business continuity through digital resiliency, cyber secure tools and infrastructure, 24/7 customer and technical support, and remote management capabilities.

We thank you again for your support and understanding. If you have any questions, please don't hesitate to contact us [here](#), or reach out directly to your Schneider Electric representative.

Gary Rodriguez  
Ecosystem Sales Executive  
Schneider Electric

Internal

Item X11.



Guys,

Here's my best estimation for lead time update:

1. Receive all major parts 3/24/2023
2. Manufacturer completion 4/18/2023
3. Panel factory acceptance testing (FAT) 4/20-4/21/2023
4. Panel ship 4/24/2023
5. Install done by Electrical Contractor (that company will need to give you an estimate)
6. Test installed panel by checking that field terminations are correct (+ two days/per site)
7. Start-up (+ one day/per site)

I hope this helps.

**John McNeill** | District Manager

## Custom Controls Unlimited



An  **INFRAMARK** Company

332 E. Springbrook Drive Suite 300 | Johnson City, TN 37601

(O) 423-250-1100 (F) 919-661-5557 | [www.ccuinc.com](http://www.ccuinc.com)

From: Frank Whitt <[FCC1501A@outlook.com](mailto:FCC1501A@outlook.com)>

Sent: Thursday, December 22, 2022 12:48 PM

To: Ken Tolbert <[ktolbert@tbcontractorsinc23.onmicrosoft.com](mailto:ktolbert@tbcontractorsinc23.onmicrosoft.com)>; John McNeill <[john.mcneill@ccuinc.com](mailto:john.mcneill@ccuinc.com)>

Cc: Rick Clifton <[rclifton@tbcontractorsinc23.onmicrosoft.com](mailto:rclifton@tbcontractorsinc23.onmicrosoft.com)>; Lane Blevins <[lane.blevins01@gmail.com](mailto:lane.blevins01@gmail.com)>

Subject: RE: Custom Controls Delivery schedule



**AGENDA ACTION FORM**

**Consideration of a Resolution Amending CDM Smith’s Professional Service Agreement for the Water Treatment Plant (WTP) High Service Pump Station Improvements Project**

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

Action Form No.: AF-256-2023  
 Work Session: July 31, 2023  
 First Reading: N/A  
 Final Adoption: August 1, 2023  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution.

**Executive Summary:**  
 On April 20, 2020, the City entered into a professional service agreement with CDM Smith for preliminary design of the WTP high service pump station improvements. The agreement was amended December 3, 2020 to include full design. These improvements were identified in the WTP master plan due equipment age and the crucial role they play to ensure continuous flow of water to our customers.

The high service pump station was built in 1970. It houses three high service pumps that receives power from the original electrical equipment. Repair parts for the electrical equipment are obsolete. Two pumps are required to meet current water demand. If a pump is taken out of service for maintenance or repair the City could be at risk at not being able to meet demand. This project includes the addition of a new high service pump and electrical feed equipment to be house in separate climate control building. The project will be funded with a combination of State Revolving Loan and EDA grant.

This amendment moves the project into the construction phase. It includes bidding services, construction administration, inspection and funding agency assistance. Total amendment request is \$764,900.00. Funding is identified in WA2007.

Original Contract Amount	\$ 98,000.00
Contract Amendment 1	\$ 631,700.00
Contract Amendment 2	<u>\$ 764,900.00</u>
Current Contract Amount	\$1,494,600.00

- Attachments:**  
 1. Resolution  
 2. Location Map  
 3. CDM Smith Amendment

Item XI2.

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

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

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC. FOR THE DESIGN OF THE WATER TREATMENT PLANT HIGH SERVICE PUMP STATION AND CLEARWELL IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on April 20, 2020, the city and CDM Smith, Inc. entered into a professional services agreement, and then on November 17, 2020, by Resolution No.: 2021-092, the board approved the first amendment to the professional services agreement to include the full design of the water treatment plant high service pump station and clearwell improvements; and

WHEREAS, a second amendment to the agreement will move the project into the construction phase and includes bidding services, construction administration, inspection, and funding agency assistance; and

WHEREAS, the cost of this amendment is no more than \$764,900.00 with the total project cost not to exceed \$1,494,600.00; and

WHEREAS, the funding is identified in WA2007, and is funded with a combination of State Revolving Loans and an EDA grant.

Now therefore,

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

SECTION I. That a second amendment to the professional services agreement with CDM Smith, Inc. to move this project into the construction phase, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a second amendment to the professional services agreement with CDM Smith, Inc. for the design of the water treatment plant high service pump station and clearwell improvements to deliver the amendment 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 amendment 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 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A – AMENDMENT 2  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
Scope of Work**

This is an amendment exhibit attached to and made a part of the Agreement dated April 20, 2020, between the City of Kingsport (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1.0 BACKGROUND

The OWNER owns and operates the Kingsport Water Treatment Plant (WTP). The clearwell and high service pumping system consisting of pumps, power supply, filtered water piping and appurtenant facilities has been determined to be a vulnerable part of the Kingsport water system.

The Kingsport Water Treatment Plant Master Plan (May 2011 by Hazen and Sawyer) provides the following recommendations for these facilities.

1. Provide additional 1.5 million-gallon clearwell.
2. Replace three existing high service pumps and add a fourth high service pump to provide N+1+1 reliability.
3. Replace high service pump station electrical system.

Two of the existing pumps and motor have been replaced by the OWNER, and one new replacement pump has been ordered and existing motors will be used on these pumps.

The project will be implemented in a phased approach with tasks as follows:

- Task 1 – Preliminary Design (Complete)
- Task 2 – Final Design (Complete)
- Task 3 – Permitting and Approvals (Complete)
- Task 4 – Bidding Services (In-Progress)
- Task 5 – General Services During Construction
- Task 6 – Resident Project Representative (RPR) Services

Task 1 was completed in August 2020. Task 2 through 6 will include only the High Service Pump Station upgrades. Tasks 4 through 6 are included in this scope of work. The clearwell and related piping upgrades will be implemented in a future phase of the project and are not included in the scope of work of this agreement.



## 2.0 ENGINEER'S SERVICES

### **Task 1 – Preliminary Design (Complete)**

### **Task 2 – Final Design (Complete)**

### **Task 3 – Permitting and Approvals (Complete)**

### **Task 4 – Bidding Services (In-progress)**

Standard bidding services were included in the original scope of work and did not include services related to funding sources. The ENGINEER shall provide engineering services related to the implementation of EDA and SRF funding. Standard EDA and SRF documents will be incorporated into the completed drawings and specifications. ENGINEER will coordinate with funding staff and work with the OWNER to address comments in order to achieve approval to bid project.

### **Task 5 – Construction Phase Services**

The ENGINEER shall provide engineering services during the construction phase. This task includes provisions of construction services starting with the construction contract Notice-to-Proceed (NTP) date and ending with certificate of final completion. It is assumed that the construction duration will be 18 months. Should the final construction contract duration vary from the currently estimated duration, the ENGINEER and OWNER shall adjust the Agreement scope of work and compensation for any additional (or reduced) construction services required via amendment of the Agreement. Construction Phase Services to be provided by the ENGINEER are as follows:

#### ***Task 5.1-General Administration of the Construction Contract***

ENGINEER shall consult with and advise OWNER and acts as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instruction to Contractor will be issued through ENGINEER who shall have authority to act of behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.

#### ***Task 5.2-Visits to the Site and Observation of Construction***

In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stakes of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observations of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set

forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the contract Documents and that the integrity of the design concept of the compiled Project as function whole as indicated in the Contract Document has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

It is assumed that site visits will coincide with monthly progress meetings. Two additional site visits are assumed for process, electrical, structural, building mechanical, I/C engineers and architects.

***Task 5.3-Defective Work***

During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the complete Project as a functioning whole as indicated in the Contract Documents.

***Task 5.4-Clarifications and Interpretation, Field Orders***

ENGINEER shall issue necessary clarification and interpretation of the contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretation will be consistent with the intent of and reasonable inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

***Task 5.5-Change Orders and Work Change Directives***

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare Change Orders and Work Change Directives as required.

***Task 5.6-Shop Drawings and other Submittals***

ENGINEER shall review and approved (or take other appropriate action in respect of) Shop Drawings and Samples and other data with Contractor is required to submit but only for conformance with the information given in the contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures or

construction or to safety precautions and programs incident thereto. Single discipline reviews shall be completed in 30 calendar days and multi-discipline reviews will be completed in 45 days.

***Task 5.7-Substitutes***

ENGINEER shall evaluate and determine the acceptability of substitute or-equal materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specification occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

***Task 5.8-Disagreement between OWNER and Contractor***

ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portion of the contract Documents pertained to the execution and progress of the work. In rendering such decision, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Decisions 00 and 01 of the Contract Documents.

***Task 5.9-Applications for Payment***

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progress to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that onsite observation made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or have involved detailed inspection of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and Contract Documents. Neither ENGINEER's review of Contractor's work for the purpose of recommending payments nor ENGINEER's recommendations of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety

precautions or programs incident thereto, or Contactor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract Price or to determine that title to any of the work, materials, or equipment has passed to the OWNER free and clear of any liens, claims, security interest, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Engineer to provide Pay Application support and coordination related for EDA and SRF funding sources.

***Task 5.10-Contractor's Completion Documents***

ENGINEER shall receive, review, and transmit to OWNER with written comment maintenance and operation instruction, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, test and approvals, and marked-up Record Documents (including Shop Drawings, Samples and other data approved as provided under paragraph 5.6 and marked up record drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be determined generally that their content complies with the requirements of an, in the case of certificates of inspections, tests, ad approvals, the results certified indicated compliance with the Contract Documents.

***Task 5.11-Substantial Completion***

Following notice from Contractor that Contractor considers the entire work ready for its intended use, Engineer and Owner, accompanied by Contactor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

***Task 5.12-Final Notice of Acceptability of Work***

ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicated the work is acceptable (subject to the provision of paragraph 5.9.2) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

***Task 5.13-Record Drawings***

ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 5.10. Record Drawings shall also be delivered in PDF electronic format on CD.

***Task 5.14-Operation Manuals***

Preparation of specific equipment and process operations manuals is not included. Review of vendor prepared equipment operations and maintenance manuals is included in Task 5.6.

**Task 5.15-Start-up and Operational Assistances**

ENGINEER will review and comment on Contactor commissioning plan, and review start-up reports required by the contract documents. ENGINEER will coordinate communications with the Contractor regarding operational issues until Final Completion. ENGINEER’s project manager and one other engineer will be present during start-up and testing.

**Task 5.16-Meetings**

ENGINEER will prepare agendas, attend meetings and prepare meeting minutes summaries for the following meetings:

- Preconstruction Meeting
- Monthly Progress Meetings (18 assumed)

Limitations of Responsibilities – ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor’s failure to perform or furnish the work in accordance with the Contract Documents.

**Task 6 - Resident Project Representative (RPR) Services**

ENGINEER shall furnish a Resident Project Representative (RPR) to assist OWNER in observing, documenting progress and quality of the work of Contractor and to assist in the coordination of the construction activities. Part-time RPR services shall be provided for a 12-month period (2,080 hours assumed), anticipated to begin in the fall of 2023. Due to longer equipment lead times, the RPR services will only be provided while construction activities are occurring in the field. Therefore, the RPR’s Duties and Responsibilities are limited and shall only provide the following tasks while the RPR is on-site. In the event the Contractor does not meet the assumed schedule, requiring additional RPR inspection services, the Contract shall be amended as needed.

Through on-site observations of the work in progress and field checks of materials and equipment by the RPR, RPR shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, RPR shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s work nor shall RPR have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor’s performing and furnishing the work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the ENGINEER in ENGINEER’s Agreement with OWNER and in the construction Contract Documents, and are further limited and described as

follows:

A. General

1. RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work will in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealing with Contractor's subcontractors will only be through or with the full knowledge and approval of Contractor. RPR will generally communicate with Owner with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: RPR will review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: RPR will attend meetings with Contractor such as preconstruction conferences, monthly progress meetings, job conferences, and other Project-related meetings.
3. Liaison: RPR will serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
4. RPR will assist in obtaining from OWNER additional details or information when required for proper execution of the Work.
5. Shop Drawings and Samples:
  - a. RPR shall maintain a file of shop drawings, submittals and samples. RPR will advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
6. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. RPR will conduct on-site observation of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
  - b. RPR will report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. RPR will verify that tests and start-ups are conducted in the presence of appropriate personnel; and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - d. RPR will accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to

ENGINEER.

- e. RPR will coordinate and review the results of tests made by the independent soils and materials testing laboratory. It is assumed that the services of the independent soils and materials testing laboratory will be provided by others and is not included in the ENGINEER's scope of work.
- f. Interpretation of Contract Documents: RPR will report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- g. Modifications: RPR will consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

C. Records:

- a. RPR will maintain at the job site orderly files for documents received from OWNER and ENGINEER related to the project. ENGINEER shall maintain the official project files as they relate to correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
2. RPR will prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, number and types of labor personnel onsite, equipment onsite, equipment in use, work completed each day, data relative to questions regarding Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations (in general), and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
3. RPR will record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

A. Reports:

1. RPR will furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
2. RPR will consult with ENGINEER in advance of scheduled major tests, inspection, or start of important phases of the Work.
3. RPR will recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
4. RPR will report immediately to ENGINEER and OWNER the occurrence of any accident.

E. Payment Requests:

1. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

F. Completion:

1. Before Owner issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
2. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
2. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
3. Observe whether all items on final list have been completed or corrected and make recommendations to OWNER concerning acceptance and issuance of the Notice of Acceptability of the Work.

G. Limitations of Authority by RPR

1. RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by OWNER or ENGINEER.
2. RPR will not exceed limitations of RPR's authority as set forth in the Agreement or the Contract Documents.
3. RPR will not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. RPR will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
5. RPR will not accept Shop Drawing or Sample submittals; these shall be accepted and processed by ENGINEER.
6. RPR will not authorize OWNER to occupy the Project in whole or in part.
7. RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER or ENGINEER.

### 3.0 ASSUMPTIONS

The following assumptions have been made:

- Scope and fee assumes up to 240 submittals (including resubmittals) and up to 40 RFIs will be received.
- Scope and fee assumes up to 4 field orders and 2 change orders
- A total of 2,080 hours are assumed for the RPR. RPR hours included in the scope are non-overtime hours.
- The Engineer will not attend any factory witness testing

### 4.0 SCHEDULE AND BUDGET

Construction Administration Services will coincide with the issuance of the Notice to Proceed. The construction duration of the project is assumed to be 18 months.

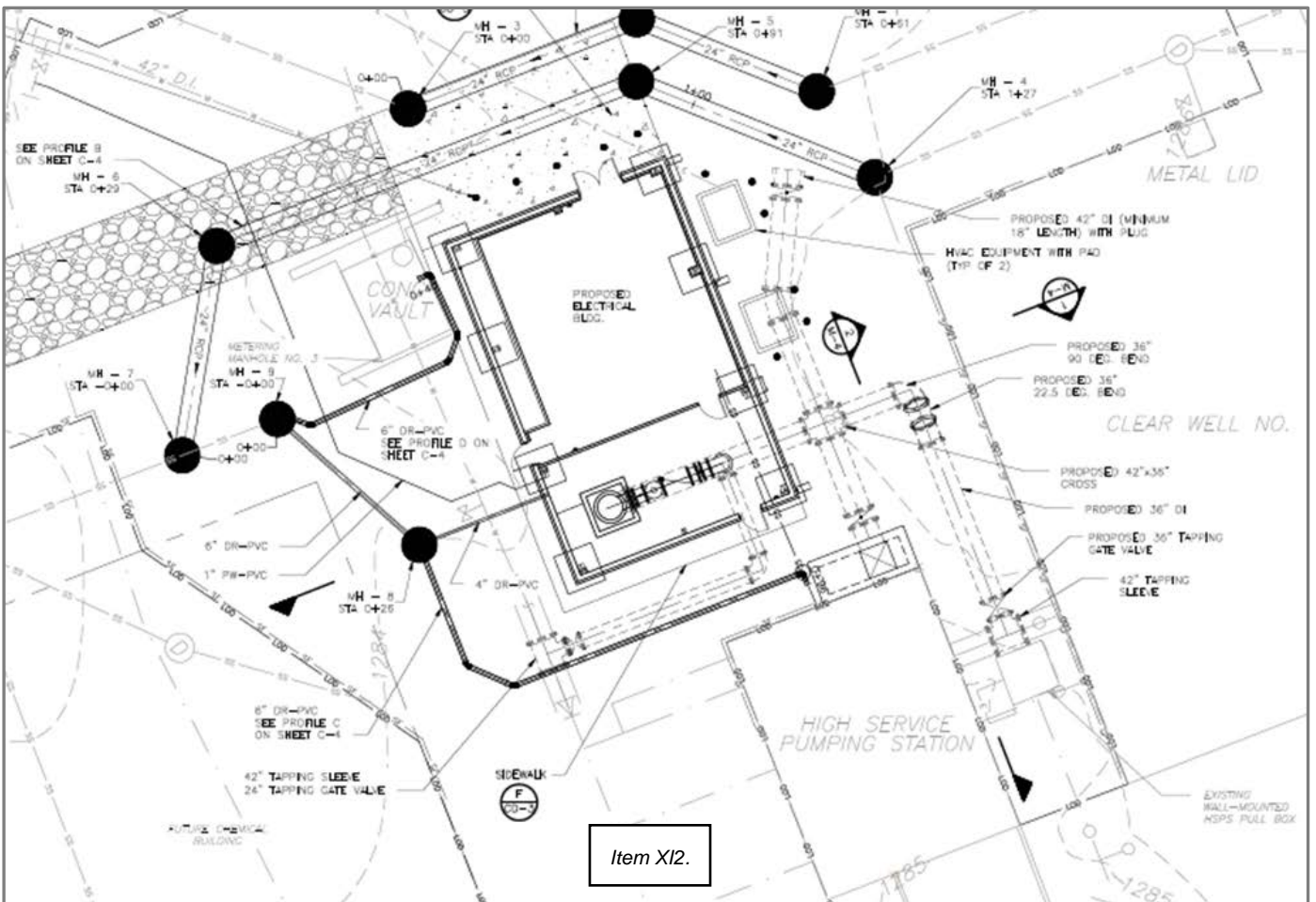
CDM Smith proposes to complete this work for a lump sum fee of \$764,900. The lump sum price



includes anticipated labor and expenses that may be required for completion of the work. OWNER will not hold CDM Smith to task-by-task budgets for the lump sum fee.

<b>Task Description</b>	<b>Estimated Fee</b>
Task 4 – Bidding Services	\$17,300
Task 5 – Construction Phase Services	\$438,600
Task 6 – Resident Project Representative (RPR) Services	\$309,000
Total Project Cost	\$764,900

WWTP PROJECT MAP





EXISTING 1970'S EQUIPMENT



Item X12.



**AGENDA ACTION FORM**

**Consideration of a Resolution to Award the Bid to Morgan Contracting, Inc. for the Phase 1 Sanitary 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-250-2023  
 Work Session: July 31, 2023  
 First Reading: N/A  
 Final Adoption: August 1, 2023  
 Staff Work By: P. Gilmer  
 Presentation By: R. McReynolds

**Recommendation:**  
 Approve the resolution.

**Executive Summary:**  
 Bids were opened on July 12, 2023, for the Phase 1 Sanitary Sewer Lining project. This project requires CIPP lining installation of approximately 1,035 LF of 21-inch sewer line, 2,708 LF of 24-inch sewer line, 1,825 LF of 30-inch sewer line and all related appurtenances to serve the Garden Drive and Industry Drive areas. The project shall be completed in 120 calendar days.

City staff reviewed the bids and recommend awarding the contract to the apparent low bidder, Morgan Contracting, Inc., in the amount of \$3,068,087.00.

Base Bid:	\$3,068,087.00
Contingency (6%):	\$ 184,113.00
Engineering, Admin., Inspection (10%):	<u>\$ 335,900.00</u>
Total Project Costs:	\$3,588,100.00

Funding is available and identified in SW2306. Funding consists of \$1,246,650.00 via TDEC's ARP Non-Competitive Grant to the City of Kingsport, with the remainder of funding from the City of Kingsport.

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

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

Item X13.

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

A RESOLUTION AWARDING THE BID FOR THE SANITARY 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 July 12, 2023, for the phase 1 of the sanitary 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 city desires to enter into a contract with Morgan Contracting, Inc. for the Phase 1 Sewer Lining Project in the amount of \$3,068,087.00; and

WHEREAS, funding is identified in project numbers SW2306 and consists of \$1,246,650.00 from Tennessee Department of Environment and Conservation's ARP non-competitive grant with the remainder coming from the city.

Now therefore,

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

SECTION I. That the bid for the Sanitary Sewer Lining Phase I Project, consisting of the lining of approximately a total of 5,568 linear feet of sewer line in the Garden Drive and Industry Drive areas for sanitary sewer at an estimated cost of \$3,068,087.00 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 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
July 12, 2023  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Nikisha Eichmann, Assistant Procurement Manager; Mike Hickman, Engineering; Will Stallard, Utility; Pamela Gilmer, Engineering; Clinton Roberts, GRC

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:

Phase 1 Sanitary Sewer Lining		
Vendor:	Total Cost:	Completion/Delivery Time:
Morgan Contracting Inc.	\$3,068,087.00	Commence 20 days. Complete 120 days.
Portland Utilities Construction Company, LLC	<del>\$2,991,152.06</del>	Commence 20 days. Complete 120 days.

*\$3,222,027.06*

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



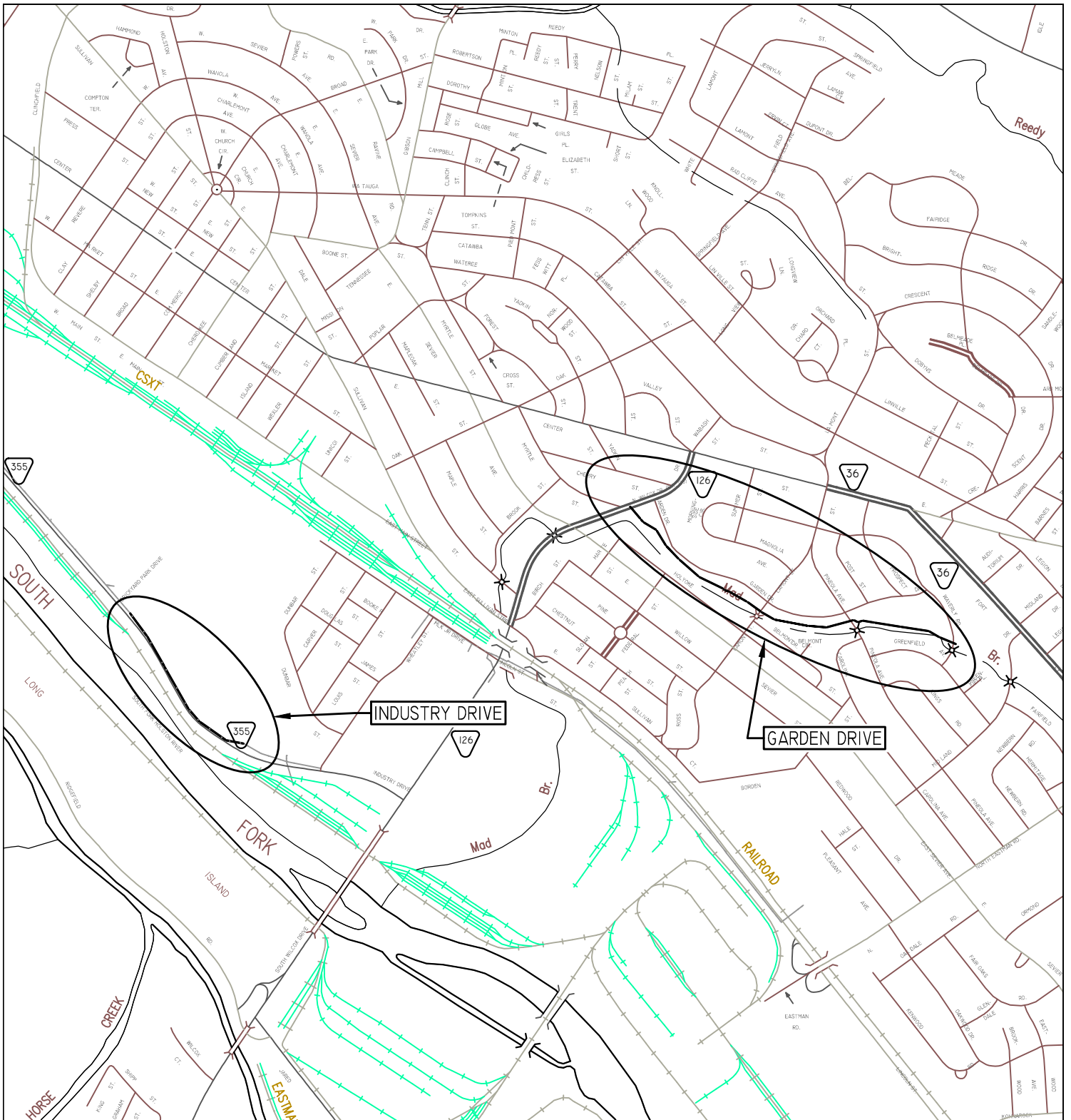
BID TABULATION FOR PHASE 1 SANITARY SEWER LINING PROJECT (2022-C23)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	CITY OF KINGSPORT ESTIMATE		PORTLAND UTILITIES CONST. CO. LLC		MORGAN CONTRACTING, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1	LS	Mobilization	\$ 105,000.00	\$ 105,000.00	\$ 196,111.48	\$ 196,111.48	\$ 150,000.00	\$ 150,000.00
2	1	LS	Traffic Control	\$ 6,000.00	\$ 6,000.00	\$ 32,763.50	\$ 32,763.50	\$ 90,000.00	\$ 90,000.00
3	1	LS	Project Sign	\$ 1,500.00	\$ 1,500.00	\$ 2,428.35	\$ 2,428.35	\$ 12,000.00	\$ 12,000.00
4	1	LS	Clearing and Grubbing	\$ 10,000.00	\$ 10,000.00	\$ 15,941.55	\$ 15,941.55	\$ 39,000.00	\$ 39,000.00
5	126	CY	Solid Rock Excavation in Trench ALLOWANCE	\$ 35.00	\$ 4,410.00	\$ 35.00	\$ 4,410.00	\$ 35.00	\$ 4,410.00
6	332	T	Crushed Stone for Backfill	\$ 29.38	\$ 9,754.16	\$ 50.37	\$ 16,722.84	\$ 64.00	\$ 21,248.00
7	24	TONS	Asphalt Trench Repair (Binder) 4-Inches	\$ 296.80	\$ 7,123.20	\$ 379.50	\$ 9,108.00	\$ 570.00	\$ 13,680.00
8	10	TONS	Asphalt Driveway/Parking Lot Repairs (Surface) 3-Inches	\$ 385.84	\$ 3,858.40	\$ 379.50	\$ 3,795.00	\$ 568.00	\$ 5,680.00
9	56	SY	Concrete Driveway/Parking Lot/Roadway Repairs 6-Inches	\$ 136.53	\$ 7,645.68	\$ 151.80	\$ 8,500.80	\$ 320.00	\$ 17,920.00
10	5,568	LF	Bypass Pumping	\$ 13.25	\$ 73,776.00	\$ 72.64	\$ 404,459.52	\$ 41.00	\$ 228,288.00
11	1,035	LF	21" Sewer Line Heavy Cleaning	\$ 10.75	\$ 11,126.25	\$ 22.65	\$ 23,442.75	\$ 17.00	\$ 17,595.00
12	2,708	LF	24" Sewer Line Heavy Cleaning	\$ 12.25	\$ 33,173.00	\$ 22.65	\$ 61,336.20	\$ 17.00	\$ 46,036.00
13	1,825	LF	30" Sewer Line Heavy Cleaning	\$ 18.00	\$ 32,850.00	\$ 22.65	\$ 41,336.25	\$ 17.00	\$ 31,025.00
14	1,035	LF	21" Gravity Sewer Line, CIPP	\$ 135.00	\$ 139,725.00	\$ 377.32	\$ 390,526.20	\$ 340.00	\$ 351,900.00
15	2,708	LF	24" Gravity Sewer Line, CIPP	\$ 145.00	\$ 392,660.00	\$ 357.37	\$ 967,757.96	\$ 335.00	\$ 907,180.00
16	1,825	LF	30" Sewer Line CIPP	\$ 200.00	\$ 365,000.00	\$ 408.57	\$ 745,640.25	\$ 375.00	\$ 684,375.00
17	2	EA	21" Point Repair	\$ 4,260.00	\$ 8,520.00	\$ 19,433.44	\$ 38,866.88	\$ 32,000.00	\$ 64,000.00
18	2	EA	24" Point Repair	\$ 4,300.00	\$ 8,600.00	\$ 22,380.89	\$ 44,761.78	\$ 32,000.00	\$ 64,000.00
19	2	EA	30" Point Repair	\$ 5,000.00	\$ 10,000.00	\$ 33,028.48	\$ 66,056.96	\$ 35,000.00	\$ 70,000.00
20	2	EA	Sewer Service Lateral, Dig and Replace, Install Cleanout	\$ 1,637.20	\$ 3,274.40	\$ 8,178.59	\$ 16,357.18	\$ 10,500.00	\$ 21,000.00
21	2	EA	Sewer Service Lateral, Off of CIPP Mainline, Install Cleanout	\$ 1,650.00	\$ 3,300.00	\$ 6,913.59	\$ 13,827.18	\$ 12,500.00	\$ 25,000.00
22	50	SF	Concrete Sidewalks (4") W/ 2" Type A Base, Grading D (TDOT 303-01)	\$ 10.00	\$ 500.00	\$ 37.95	\$ 1,897.50	\$ 45.00	\$ 2,250.00
23	10	LF	6" Curb	\$ 14.50	\$ 145.00	\$ 126.50	\$ 1,265.00	\$ 70.00	\$ 700.00
24	1	LS	Seeding with Mulch	\$ 2,000.00	\$ 2,000.00	\$ 99,797.86	\$ 99,797.86	\$ 100,000.00	\$ 100,000.00
25	1	LS	Soil & Erosion Control	\$ 2,000.00	\$ 2,000.00	\$ 11,882.07	\$ 11,882.07	\$ 100,000.00	\$ 100,000.00
26	100	LF	Silt Fencing	\$ 9.70	\$ 970.00	\$ 30.34	\$ 3,034.00	\$ 8.00	\$ 800.00
				\$	\$ 1,242,911.09	\$	\$ 3,222,027.06	\$	\$ 3,068,087.00

Item X13.



Project Total:



**PHASE I SANITARY SEWER  
LINING PROJECT 2022**

**PROJECT LOCATIONS**

2022-2023  
Item X13.





**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase One (1) John Deere 210 Excavator from Sourcewell Contract**

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

Action Form No.: AF-257-2023  
Work Session: July 31, 2023  
First Reading: N/A  
Final Adoption: August 1, 2023  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the resolution

**Executive Summary:**

It is the recommendation of the committee to purchase One (1) 2023 John Deere 210 Excavator from Meade Equipment utilizing Sourcewell Cooperative Purchasing Agreement #011723-JDC for use by Public Works Landfill Department. The delivery from the dealership to the agency is included in the total price of \$235,416.00. The estimated delivery date is 30 days after order.

With Sourcewell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcewell 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.

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contract.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

**Attachments:**

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcewell Cooperative Contract

Item XI4.

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO MEADE EQUIPMENT, LLC FOR THE PURCHASE OF 2023 JOHN DEERE 210P EXCAVATOR THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 011723-JDC

WHEREAS, staff recommends the purchase of a 2023 John Deere 210P Excavator from Meade Equipment, LLC, utilizing a Sourcewell Cooperative Purchase Agreement No.: 011723-JDC, for use by the public work department at the landfill; and

WHEREAS, the city is a member of Sourcewell Cooperative Purchasing Advantages, a cooperative purchasing group, which allows the city to purchase equipment directly from holders of contracts with the cooperative without conducting the bidding process, as authorized by Tenn. Code Ann. § 12-3-1205; and

WHEREAS, the 2023 John Deere 210P Excavator is available pursuant to Sourcewell Agreement No.: 011723-JCD; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Meade Equipment, LLC in the amount of \$235,416.00; and

WHEREAS, funding for this equipment is available in project account #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 Meade Equipment, LLC for the purchase of a 2023 John Deere 210P Excavator, utilizing Sourcewell Agreement No.: 011723-JCD, for use by the public works department at the landfill, in the amount of \$235,416.00.

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

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

ADOPTED this the 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# FLEET MAINTENANCE DEPARTMENT

## City of Kingsport

**To:** Nikisha Eichmann, Assistant Procurement Manager  
**From:** Steve Leonard, Fleet Manager  
**Date:** July 19, 2023  
**Re:** Fleet Replacement of 455 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of Public Works (Landfill) unit 455 utilizing the Sourcewell Cooperative pricing total of \$235,416.00. The unit bid and awarded by Sourcewell meets the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Contract # 011723-JDC allows a municipality to purchase off of the cooperative pricing. A copy of the Sourcewell Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	2023 JOHN DEERE 210 EXCAVATOR	MEADE EQUIPMENT	N/A

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

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

The Sourcewell offerings were reviewed by, Rodney Deel and he is in agreement with this recommendation.

### **Fuel Economy Improvement**

00%

No fuel economy improvements would be realized since the replacement units are similar to the current unit being operated.

### **Sourcewell Contract Number: 011723-JDC**

### **Replacement**

455 1990 CAT TRACTOR/PAN SCRAPER HOURS 8,236

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

Thank you.



# Meade Equipment

2000 Tri-Cities Crossing  
Kingsport, TN 37663



## PRICE QUOTATION

COMPANY NAME: <b>TO: City of Kingsport</b>		DATE: <b>July 19, 2023</b>	QUOTE ID # <b>31322</b>
ADDRESS:		MODEL NUMBER: <b>210P</b>	STOCK NUMBER: <b>241755</b>
CITY, STATE, ZIP:		PROPOSED SHIPPING DATE:	TERMS: <b>Net Due Upon Receipt of Products</b>
CONTACT:	PHONE NUMBER:	SALESPERSON: <b>Chip Rhea</b>	EQUIPMENT SERIAL NUMBER: <b>1FF210PAKPF000637</b>

**THIS IS OUR QUOTATION ON THE PRODUCTS NAMED, SUBJECT TO THE CONDITIONS BELOW. QUOTE VALID FOR 30 DAYS**

YEAR: <b>2023</b>	MAKE: <b>JOHN DEERE</b>	MODEL: <b>210P</b>	HOURS: <b>2</b>	WARRANTY: <b>60/5000 pth</b>
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## MACHINE CONFIGURATION

DESTINATION CODE - US  
CUSTOMER DELIVERY PACKET  
TRIM PACKAGE LEVEL 4  
RIGHT, REAR, AND LEFT CAMERA  
JDLINK CONNECTIVITY  
LESS LASER CATCHER  
JDPWRTCH PVS 6.8L ENGINEFT4  
800MM(32IN) TRIPLE SEMI SHOE  
STANDARD COUNTERWEIGHT  
TRACKFRAME BOTTOM COVER  
1 PIECE BOOM W/ARM CYL & PLB  
2.9M (9'7") STANDARD ARM  
LESS TWO PUMP COMBINED FLOW  
HYDRAULIC COUPLER READY  
LESS BUCKET  
SEVERE DUTY FUEL FILTER  
SINGLE PEDAL PROPEL  
DEBRIS PACKAGE  
LESS GRADE READY MOUNTS  
AUX HYD LINES ONLY  
36" Construction Bucket  
Hydraulic Thumb  
Safety Beacon

**\*\*Price reflects Sourcewell Discount\*\* 011723-JDC**

**\*\* In-Stock Products Subject to Prior Sale \*\***

<b>SALES PRICE :</b>	\$ 235,416.00
<b>ADDITIONAL FEES :</b>	
<b>TRADE VALUE :</b>	
<b>SUBTOTAL :</b>	\$ 235,416.00
<b>SALES TAX :</b>	
<b>TOTAL PRICE :</b>	\$ 235,416.00

### WARRANTY INFORMATION:

- Used Equipment is sold "AS IS, WHERE IS" subject to any remaining manufacturers warranty
- Manufacturers Standard Warranty applies on new products
- Extended Warranty ---

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance. Typographical errors subject to correction. Purchaser assumes liability for patent infringement when goods are made to purchasers specification. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

Item XI4.

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.



Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.



A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.



## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000



5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Intentionally Omitted.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

**John Deere Construction Retail Sales a  
division of John Deere Shared Services LLC,  
DBA John Deere Construction Retail Sales**

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2023 | 2:30 PM CDT

DocuSigned by:  
*Mark Oliver*  
1CAF73242BB647F...  
By: \_\_\_\_\_  
Mark Oliver  
Title: Manager Contract Sales  
Date: 4/5/2023 | 8:05 AM CDT

**Approved:**

DocuSigned by:  
*Chad Coquette*  
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By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 4/5/2023 | 8:20 AM CDT

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

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## Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive  
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

## Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: <a href="https://www.deere.com/en/our-company/higher-purpose/">https://www.deere.com/en/our-company/higher-purpose/</a></p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere &amp; Company at a glance: <a href="https://www.deere.com/assets/pdfs/common/our-company/deere-&amp;-company-at-a-glance.pdf">https://www.deere.com/assets/pdfs/common/our-company/deere-&amp;-company-at-a-glance.pdf</a></p>

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract.  All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions.  Also, attached within the documents section is our 2021 Sustainability Report for John Deere.
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard  We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts.  Sales figures are not publicly shared on any of these contracts.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ  Sales figures are not publicly shared on any of these contracts.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826
Brandt Tractor Ltd.; an authorized dealer with a vast customer base with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.
State of Ohio	Government	Ohio - OH	Sourcewell sales.  Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office.  2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell.  For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.



30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction &amp; Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> <li>1. Federal, state/provincial, county, municipal and local governmental agencies</li> <li>2. Hospitals and state/provincially accredited schools (both public and private)</li> <li>3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports)</li> <li>4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility.</li> <li>5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users</li> <li>6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify</li> <li>7. North American Indian Tribal Councils</li> <li>8. Non-profit agencies exempt from state/provincial and federal taxes</li> <li>9. All Municipal Railroads</li> </ol>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. <a href="https://www.deere.com/en/">https://www.deere.com/en/</a> <a href="https://www.deere.com/en/construction/">https://www.deere.com/en/construction/</a> <a href="https://www.deere.com/en/government-and-military-sales/">https://www.deere.com/en/government-and-military-sales/</a> <a href="https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/">https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/</a> <a href="https://configure.deere.com/cbyo/#/en_us/products">https://configure.deere.com/cbyo/#/en_us/products</a>  Our marketing communications group runs a variety of social media promotions including a YouTube channel ( <a href="https://www.youtube.com/user/JohnDeere">https://www.youtube.com/user/JohnDeere</a> ) and Facebook page ( <a href="https://www.facebook.com/JohnDeereUSCA">https://www.facebook.com/JohnDeereUSCA</a> ).  The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training.  We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&amp;F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: <a href="https://www.deere.com/en/technology-products/precision-construction-technology/">https://www.deere.com/en/technology-products/precision-construction-technology/</a></p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. <a href="https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf">https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</a></p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction &amp; Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> <li>• 20+ electric and hybrid-electric product models.</li> <li>• Earthmoving: Increase SmartGrade™ grade control adoption to 50%.</li> <li>• Forestry: Boost Intelligent Boom Control adoption to 100%.</li> <li>• Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%.</li> </ul> <p>More information on our Leap Ambitions can be found at: <a href="https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/">https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</a></p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at <a href="https://CES2023.deere.com">CES2023.deere.com</a></p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. <a href="https://www.deere.com/en/our-company/sustainability/sustainability-report/">https://www.deere.com/en/our-company/sustainability/sustainability-report/</a></p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. <a href="https://www.deere.com/en/our-company/electrification/">https://www.deere.com/en/our-company/electrification/</a></p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. <a href="https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/">https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</a></p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. <a href="https://www.kreiselelectric.com/johndeere/">https://www.kreiselelectric.com/johndeere/</a></p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <ol style="list-style-type: none"> <li>1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. <ul style="list-style-type: none"> <li>-Regional parts depots strategically placed around North America for the best parts delivery response.</li> </ul> </li> <li>2) John Deere Connected Support – Allows customers to: <ul style="list-style-type: none"> <li>- Monitor alerts for the machine remotely.</li> <li>- Monitor engine hours and utilization.</li> <li>- View machine location and get driving directions to the jobsite.</li> <li>- Monitor fuel level and idle time.</li> </ul> </li> <li>3) John Deere Connected Support – Allows dealers to: <ul style="list-style-type: none"> <li>- Monitor alerts coming from the customers machine.</li> <li>- Remotely connect to a customers machine for real-time diagnostics.</li> <li>- Leverage Expert Alerts from John Deere to address potential future downtime.</li> <li>- Perform software updates from the dealership.</li> </ul> </li> </ol>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal. *
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. *</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section. *
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee. *

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer.  The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment.  CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.  Taxes: Local taxes, if applicable, will be assessed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.



**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders.  All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

**Table 14C: Required Offering of Equipment**

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.



## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
  - [Financial Strength and Stability](#) - Deere-Co\_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
  - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
  - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Heavy_Construction_Equipment_RFP_011723</b> Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Heavy_Construction_Equipment_RFP_011723</b> Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Heavy_Construction_Equipment_RFP_011723</b> Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Heavy_Construction_Equipment_RFP_011723</b> Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Heavy_Construction_Equipment_RFP 011723</b> Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve a Change Order to Purchase Order Y00572 Issued to Friendship Ford of Bristol**

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

Action Form No.: AF-258-2023  
Work Session: July 31, 2023  
First Reading: N/A  
Final Adoption: August 1, 2023  
Staff Work By: Committee  
Presentation By: R. McReynolds, S. Leonard

**Recommendation:**

Approve the Resolution

**Executive Summary:**

On September 28, 2021, the BMA approved to award the purchase of One 4x4 Extended Cab/Enclosed Utility Body to Friendship Ford of Bristol. The award of the bid included accepting a trade-in offer on equipment #1944 priced at \$3,500.00. The bid was awarded for a total price of \$60,483.00 which is inclusive of accepting the trade-in offer.

Equipment #1944 has been repeatedly having mechanical and electrical issues for the past 6 months. In the past 2 months, it has been towed twice to Knoxville to be fixed and it is currently still in Knoxville. Friendship Ford of Bristol has agreed to allow us to change the purchase order in order to keep equipment #1944. This action requires the City to increase our current purchase order with Friendship Ford of Bristol by \$3,500.00. This will make the price of the 4x4 extended cab/enclosed utility body vehicle \$63,983.00.

Funding is identified in account #51150085019010

**Attachments:**

- 1. Resolution
- 2. Bid Minutes
- 3. Memo

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

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

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE PURCHASE ORDER Y005723 ISSUED TO FRIENDSHIP FORD OF BRISTOL FOR THE PURCHASE OF A 4X4 EXTENDED CAB ENCLOSED UTILITY BODY VEHICLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1 TO THE PURCHASE ORDER

WHEREAS, in on September 28, 2021, Resolution No.: 2020-070 was approved for the purchase of one 4X4 extended cab/enclosed utility body truck for use by the Wastewater Maintenance Department; and

WHEREAS, the city manager issued purchase order no.: Y005723 for the vehicle in the amount of \$60,483.00 which included a discount of \$3,500.00 for the trade-in of vehicle no.: 1944; and

WHEREAS, vehicle no.: 1944 has had repeated mechanical and electrical issues and has been towed twice to Knoxville to be repaired and is still in Knoxville awaiting parts, now vehicle no.: 1944 is no longer worth the trade-in offer that was originally submitted; and

WHEREAS, Friendship Ford of Bristol has agreed to allow the city to keep vehicle no.: 1944; and

WHEREAS, the purchase order must be changed to reflect the increase in the purchase price of \$3,500.00 for vehicle no.: 1944; and

WHEREAS, the city would like to amend the purchase order to increase the purchase price from \$60,483.00 to \$63,983.00; and

WHEREAS, funding is available and identified in account no.: 51150085019010.

Now therefore,

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

SECTION I. That change order no. 1 to the purchase order Y005723 with Friendship Ford of Bristol increasing the purchase price from \$60,483.00 to \$63,983.00 to reflect the difference in the original purchase price without the trade-in value of vehicle no.: 1944 of \$3,500.00 is approved and the city manager is authorized to execute a change order 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 1st day of August, 2023.

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

Item XI5.

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY

MINUTES BID OPENING

September 15, 2021

4:00 P.M.

Present: Nikisha Eichmann, Assistant Procurement Manager; Olivia Nickens, Procurement Specialist

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

The Procurement Manager opened with the following bids:

4X4 EXTENDED CAB/ENCLOSED UTILITY BODY					
Vendor:	Qty.:	Unit Cost:	Trade-In # 1944:	Delivery Time:	Make and Model:
Friendship Ford of Bristol	1	\$63,983.00	\$3,500.00	225 Bus. Days	2022 Ford F350 Extended Cab Chassis

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



## FLEET MAINTENANCE DEPARTMENT

City of Kingsport

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**To:** Nikisha Eichmann  
**From:** Steve Leonard, Fleet Manager  
**Date:** July 19, 2023  
**Re:** Trade-in allowance for vehicle #1944

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Nikisha,

It is my recommendation that the city reject the trade-in allowance for vehicle #1944. The City utilizes the trade-in vehicles until their replacement vehicles arrive. Since the production time for this replacement was prolonged, this vehicle has been used longer than usual. It is now having mechanical and electrical issues that is not cost effective to repair in order to accept the trade-in offer amount. I plan to have it declared as surplus and place it on GovDeals to dispose of it.

Thank you. If you have any questions please contact me.

Steve Leonard  
Fleet Manager





**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Enter into a License Agreement between the City of Kingsport and the Tennessee Department of Transportation for Landscaping at Several Intersections and/or Interchanges on State Routes 1, 36, 93 and 126**

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

Action Form No.: AF-252-2023  
Work Session: July 31, 2023  
First Reading: N/A  
Final Adoption: August 1, 2023  
Staff Work By: Staff  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
In 2013 the City of Kingsport entered into a license agreement with the Tennessee Department of Transportation to install and maintain landscaping at several intersections and/or interchanges on State Routes 1, 36, 93 and 126. The original license had a term of ten years and expired on June 30, 2023. In May of 2023 the City agreed to a holdover notice that initiated the license agreement renewal process. This action will enter the City into another 10 year agreement that is needed for City personnel to continue maintenance efforts on the improvements in future years.

- Attachments:**
1. Resolution
  2. License Agreement
  3. Exhibit A

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

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

A RESOLUTION APPROVING A LICENSING AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE FEDERAL ROADSCAPES PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE AGREEMENT AND AUTHORIZING THE EXECUTION OF ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in May 2013, by Resolution No.: 2013-189, the board approved a license agreement with the State of Tennessee Department of Transportation for a Tennessee Roadscapes Grant to be used to install trees, signs, and other beautification items along State Routes 1, 36, 93, and 126; and

WHEREAS, the original agreement had a term of ten years and expired in June, 2023, and in May, 2023, by Resolution No.: 2023-248, the city agreed to a holdover notice that initiated the license agreement renewal process; and

WHEREAS, the new agreement will likewise be for a ten year term and allows city personnel to continue maintenance efforts on the improvements for future year.

Now therefore,

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

SECTION I. That the license agreement with the State of Tennessee Department of Transportation for a Tennessee Roadscapes Grant to continue installation and maintenance of landscaping along State Routes 1,36, 93, and 126 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a license agreement with the State of Tennessee, Department of Transportation for a Tennessee Roadscapes Grant, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution; said agreement being generally as follows:

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 1  
P. O. Box 58  
Knoxville, Tennessee 37901  
government)

Project No.: N/A  
Sullivan County  
Tract No.: N/A  
Request No.: 6573 (Local

**LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_, 20\_\_ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee, being more specifically described by the plans for the "Tennessee Roadscapes Gateway Landscape

Enhancements” which are attached as Exhibit A and made a part of this License; and WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for a public use purpose subject to cancellation for failure to continue public use for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 10-year, renewable license which shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** - The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee’s use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor’s acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee’s liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call

regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101, et seq. are met.

13. **COMPLIANCE** – All work on the Licensed Premise shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.

17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.

19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.

20. **ASSIGNMENT** – The License shall not be transferred, conveyed, or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

The City of Kingsport, Tennessee  
415 Broad Street  
Kingsport, Tennessee 37660  
Suite 600, James K. Polk Building 505 Deaderick Street  
Nashville, Tennessee 37243-0337

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Brian Dickerson

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 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 that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 1  
P. O. Box 58  
Knoxville, Tennessee 37901  
(Local government)

Project No.: N/A  
Sullivan County  
Tract No.: N/A  
Request No.: 6573

### **LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee, being more specifically described by the plans for the “Tennessee Roadscapes Gateway Landscape Enhancements” which are attached as Exhibit A and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for a public use purpose subject to cancellation for failure to continue public use for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 10-year, renewable license which shall begin on \_\_\_\_\_, \_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

6. **MAINTENANCE** - The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
12. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101, et seq. are met.
13. **COMPLIANCE** – All work on the Licensed Premise shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply

with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
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18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.



20. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

The City of Kingsport, Tennessee  
415 Broad Street  
Kingsport, Tennessee 37660

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Brian Dickerson  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
the day and year first above written.

**LICENSEE:  
THE CITY OF KINGSPORT, TENNESSEE**

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGALITY:**

\_\_\_\_\_  
Attorney for Licensee

DATE: \_\_\_\_\_

**STATE OF TENNESSEE:**

\_\_\_\_\_  
Howard H. Eley, Deputy Governor and  
Commissioner of the Tennessee Department of Transportation

DATE: \_\_\_\_\_

**APPROVED AS TO FORM  
AND LEGALITY:**

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

STATE# 82LPLM-F3-009  
 FED # STP-EN-9108(42)  
 TDOT PIN# 105525.21

**INDEX OF SHEETS**

SHEET	DESCRIPTION
0	COVER
1	LANDSCAPE PLAN (SITE 1)
2	LANDSCAPE PLAN (SITE 2)
3	LANDSCAPE PLAN (SITE 3)
4	LANDSCAPE PLAN (SITE 4)
5	LANDSCAPE PLAN (SITE 5)
6	LANDSCAPE PLAN (SITE 6)

TYPE	YEAR	PROJECT NO.	SHEET NO.
STATE #	11	82LPLM-F3-009	0
FEDERAL #	11	STP-EN-9108(42)	0

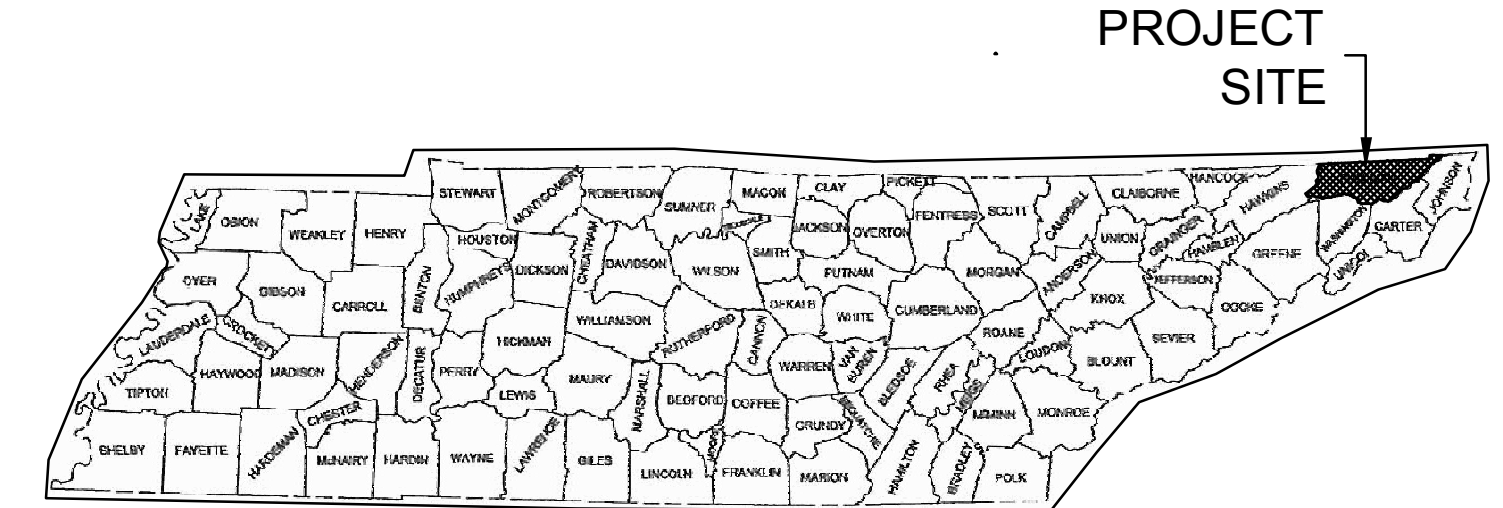
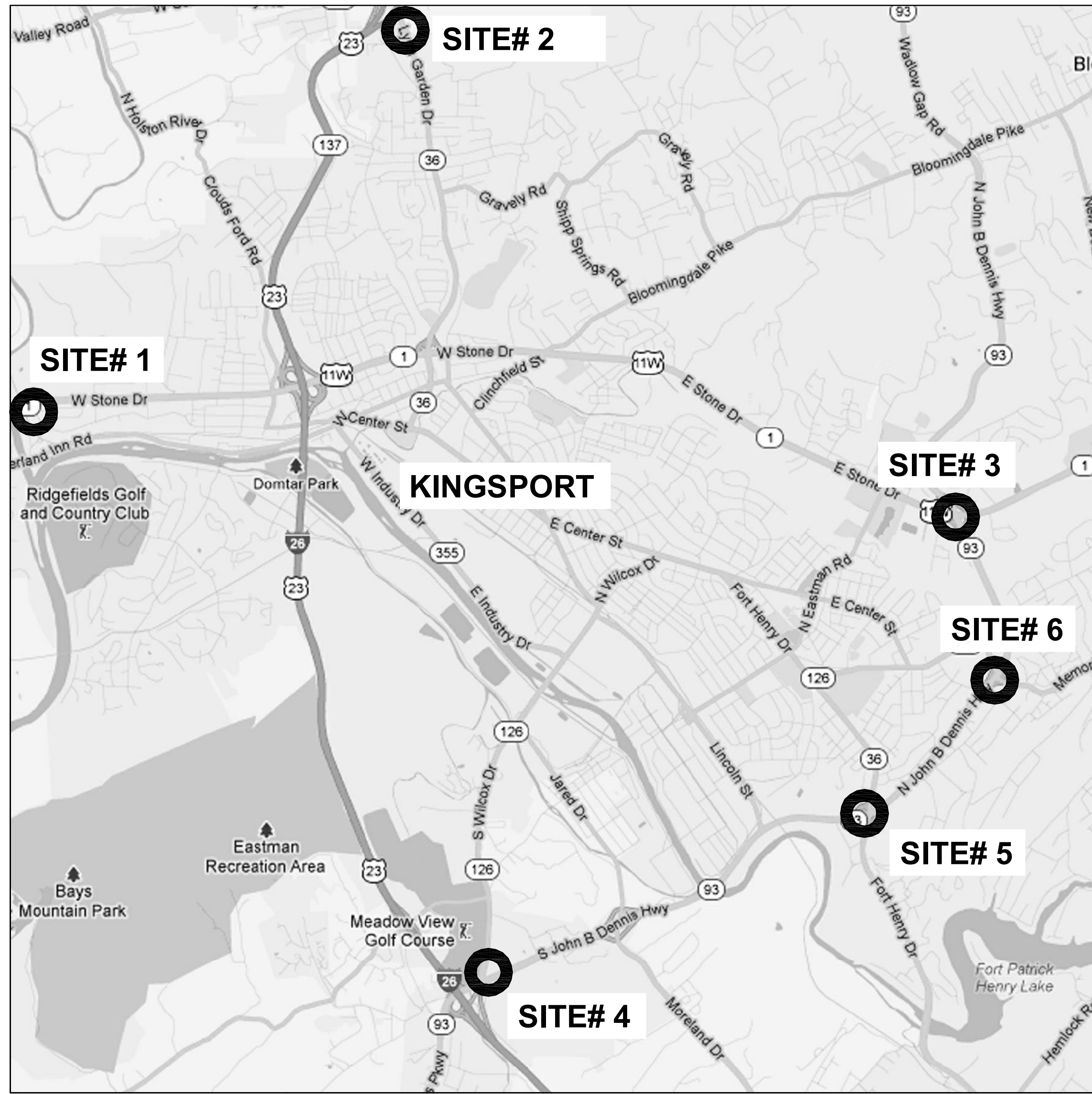
**LOCALLY MANAGED PROJECT**

# CITY OF KINGSPORT

# SULLIVAN COUNTY

Exhibit "A"

## TENNESSEE ROADSCAPES GATEWAY LANDSCAPE ENHANCEMENTS



**GRANT #105525.10 PROJECT LOCATIONS:**

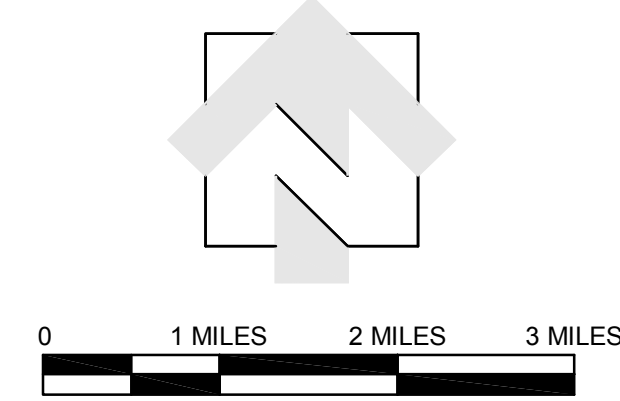
- Location #1- Int. of W Stone Dr (1/11w) and Netherland Inn Rd SW Quad
- Location #2- Northwest Quadrant of intersection of SR-346 & SR 36
- Location #3- SR 1 and SR93 NE Quadrant next to 93 on the hill
- Location #4- NW Quad of SR 126 & SR 9 (There could be additional areas)
- Location #5- SR93 and SR 36 all areas inside interchange
- Location #6- All areas inside int. SR126 Memorial Blvd @ 93 N JBD Hwy

NOTE:  
 THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED MARCH 1, 2006 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

PREPARED BY: LOSE & ASSOCIATES, INC.

PROJECT NO. 82LPLM-F3-009

TDOT PIN: 105525.21



**LOSE & ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTURE • ARCHITECTURE • ENGINEERING  
 1314 5th Avenue North, Suite 200, Nashville, TN 37208 615.242.0040

DATE: JULY 17, 2012

**COVER**



STATE# 82LPLM-F3-009  
 FED # STP-EN-9108(42)  
 TDOT PIN# 105525.21

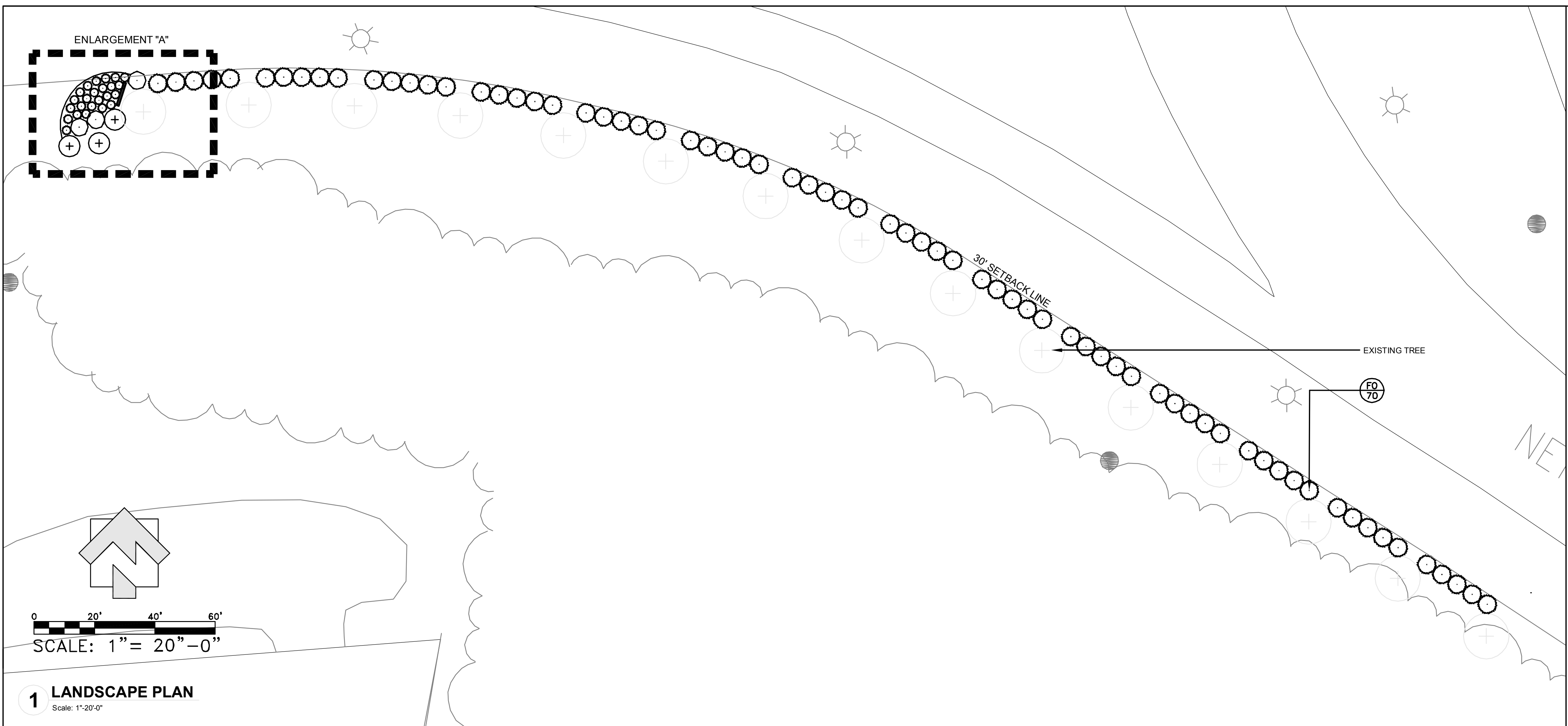
TYPE	YEAR	PROJECT NO.	SHEET NO.
STATE #	11	82LPLM-F3-009	1
FEDERAL #	11	STP-EN-9108(42)	1

**GENERAL NOTES:**

- UNDERGROUND UTILITIES:
- A. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES. BEFORE YOU DIG CALL TENNESSEE ONE CALL SYSTEM - 1-800-351-1111.
- B. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.
2. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE MADE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.
4. THE LANDSCAPE CONTRACTOR WILL BE HELD FINANCIALLY LIABLE FOR ANY DAMAGE CAUSED TO NEW PAVEMENT, CURBING, OR OTHER COMPLETED CONSTRUCTION ITEMS INCURRED DURING THE LANDSCAPE INSTALLATION.
5. THE LANDSCAPE CONTRACTOR IS TO PERFORM A THOROUGH CLEANUP AND QUALITY CONTROL INSPECTION.
6. THE LANDSCAPE CONTRACTOR IS SUBJECT TO RANDOM INSPECTIONS BY TDOT OR A TDOT REPRESENTATIVE AT ANY TIME DURING THE INSTALLATION PROCESS. WORK NOT IN COMPLIANCE WITH PLANS WILL BE REMOVED AND BROUGHT INTO COMPLIANCE.

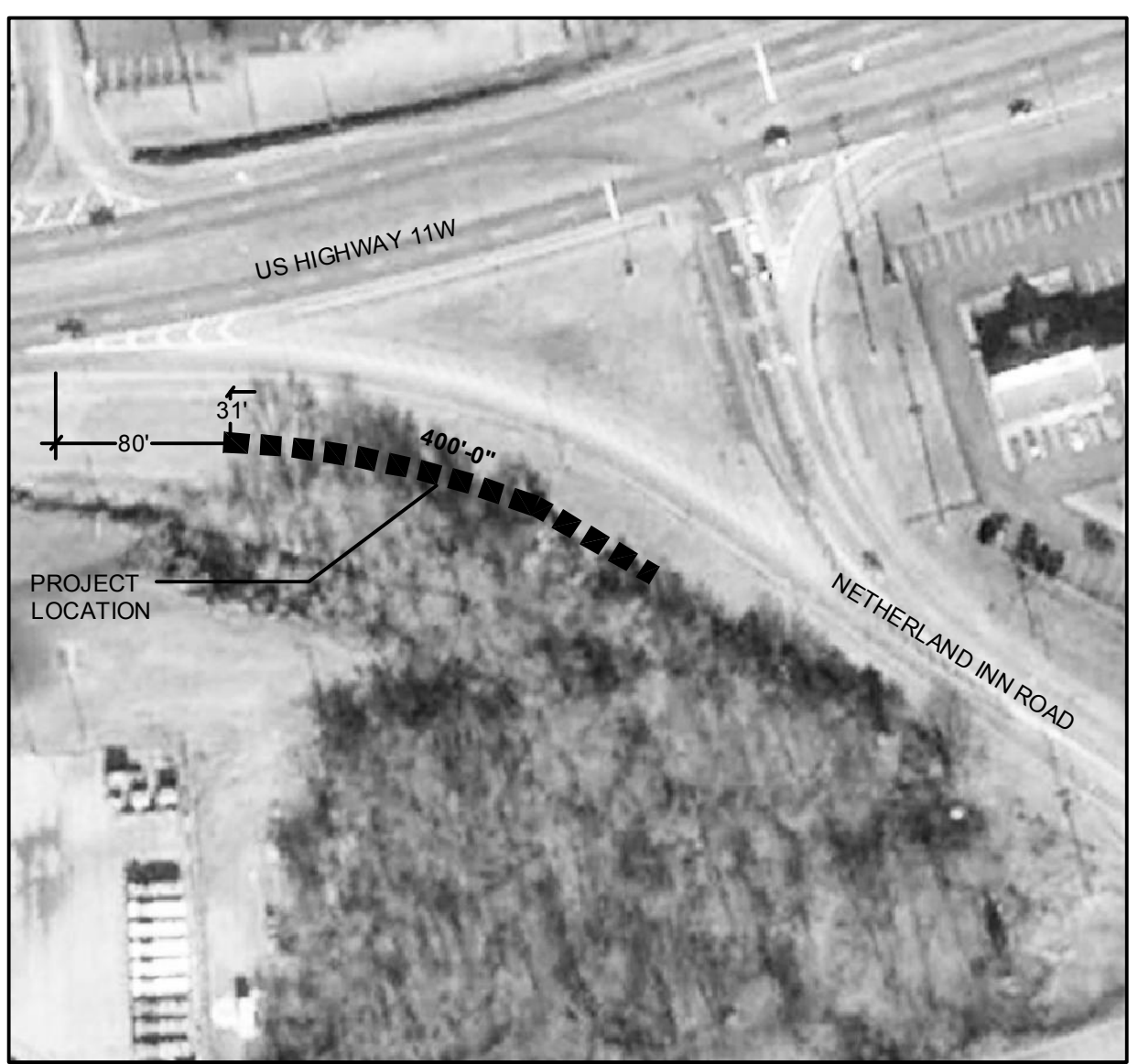
**LANDSCAPE NOTES:**

1. PLANTING BEDS AND PLANT LOCATIONS SHALL BE STAKED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL NOTIFY TDOT OR A TDOT REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION OF THE PLANTS.
2. PLANTING BEDS SHALL BE CLEARED OF ALL GRASS AND WEEDS PRIOR TO INSTALLATION OF PLANTS. INCLUDING SPRAYING HERBICIDE TO KILL ACTIVELY GROWING PLANTS. PLANT BEDS SHALL BE PREPARED AS CALLED FOR IN PLANTING DETAILS AND AS NOTED ON PLANS.
3. ALL OTHER DISTURBED AREAS ARE TO BE SEEDED AS PER THE PLANS ADDITIONAL SEEDING, IF REQUIRED, WILL BE AS DIRECTED BY TDOT OR A TDOT REPRESENTATIVE.
4. PLANTING BEDS SHALL HAVE A THREE (3) INCH SHREDDED HARDWOOD BARK MULCH OVER THE ENTIRE BED, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
5. PRIOR TO PLANTING, ALL MULCH TREE RINGS SHALL BE TREATED WITH A WATER-SOLUBLE HERBICIDE FOR THE NON-SELECTIVE CONTROL OF ANNUAL AND PERENNIAL WEEDS PRIOR TO PLANTING.
6. ALL TREE PLANTING PITS SHALL BE BACKFILLED WITH A PLANTING SOIL MIXTURE OF 50% ORIGINAL SOIL AND 50% TOPSOIL, THOROUGHLY MIXED. SAMPLE OF MIXTURE TO BE APPROVED BY TDOT OR A TDOT REPRESENTATIVE PRIOR TO INSTALLATION.
7. ALL PLANTED AREAS ARE TO BE FERTILIZED WITH GRANULAR FERTILIZER LANDSCAPE CONTRACTOR IS TO PROVIDE SOIL TEST RESULTS AND PROPOSED FERTILIZER APPLICATION RATES TO TDOT OR A TDOT REPRESENTATIVE FOR APPROVAL. SOIL TEST SAMPLES SHALL BE TAKEN 1000 FEET O.C. ON BOTH SIDES OF THE SUBMITTING SOIL TEST SAMPLE.
8. ALL PLANT MATERIAL IS TO BE NURSERY GROWN AND TO COMPLY WITH AMERICAN STANDARD FOR NURSERY STOCK
9. SPRAY TREES WITH AN ANTI-DESICANT IF FOLIAGE IS PRESENT.
10. EVERGREEN TREES SHALL BE PLANTED IN THE SAME MANNER AS DECIDUOUS MATERIAL IS PLANTED.
11. DO NOT PRUNE ANY PLANT MATERIAL UNTIL IT HAS BEEN INSPECTED AND ACCEPTED BY TDOT OR A TDOT REPRESENTATIVE.
12. ALL LANDSCAPE MATERIAL SHALL BE APPROVED BY TDOT OR A TDOT REPRESENTATIVE CONTRACTOR'S HOLDING SITE OR AT THIS SITE. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO NOTIFY TDOT OR A TDOT REPRESENTATIVE OF THE AVAILABILITY OF THE MATERIALS TO BE INSPECTED.
13. ALL MATERIALS INSPECTED ON THE SITE AND FOUND TO BE UNACCEPTABLE SHALL BE REMOVED FROM THE SITE ON THE DAY OF INSPECTION.
14. FIELD CHANGES MUST BE APPROVED IN WRITING BY TDOT OR A TDOT REPRESENTATIVE BEFORE INSTALLATION. MATERIALS MAY BE VIEWED AT LANDSCAPE
15. EXISTING PLANT MATERIAL IS TO BE EVALUATED BY THE LANDSCAPE ARCHITECT FOR POSSIBLE RELOCATION ON SITE. THE LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK.
16. ALL PLANT MATERIAL SHALL BE SUPPLIED BY APPROPRIATE SOURCES TO PREVENT UNDUE STRESS OR PROLONGED ACCLIMATIZATION WHICH WOULD INHIBIT PLANT GROWTH.
17. LANDSCAPE CONTRACTOR IS TO VERIFY PLANT QUANTITIES SHOWN ON PLAN AND IN PLANT LIST. IF DISCREPANCIES OCCUR, LANDSCAPE CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT IMMEDIATELY. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE.
18. REFER TO PLANTING SCHEDULE FOR ACCEPTABLE TIMES FOR INSTALLING PLANT MATERIALS.

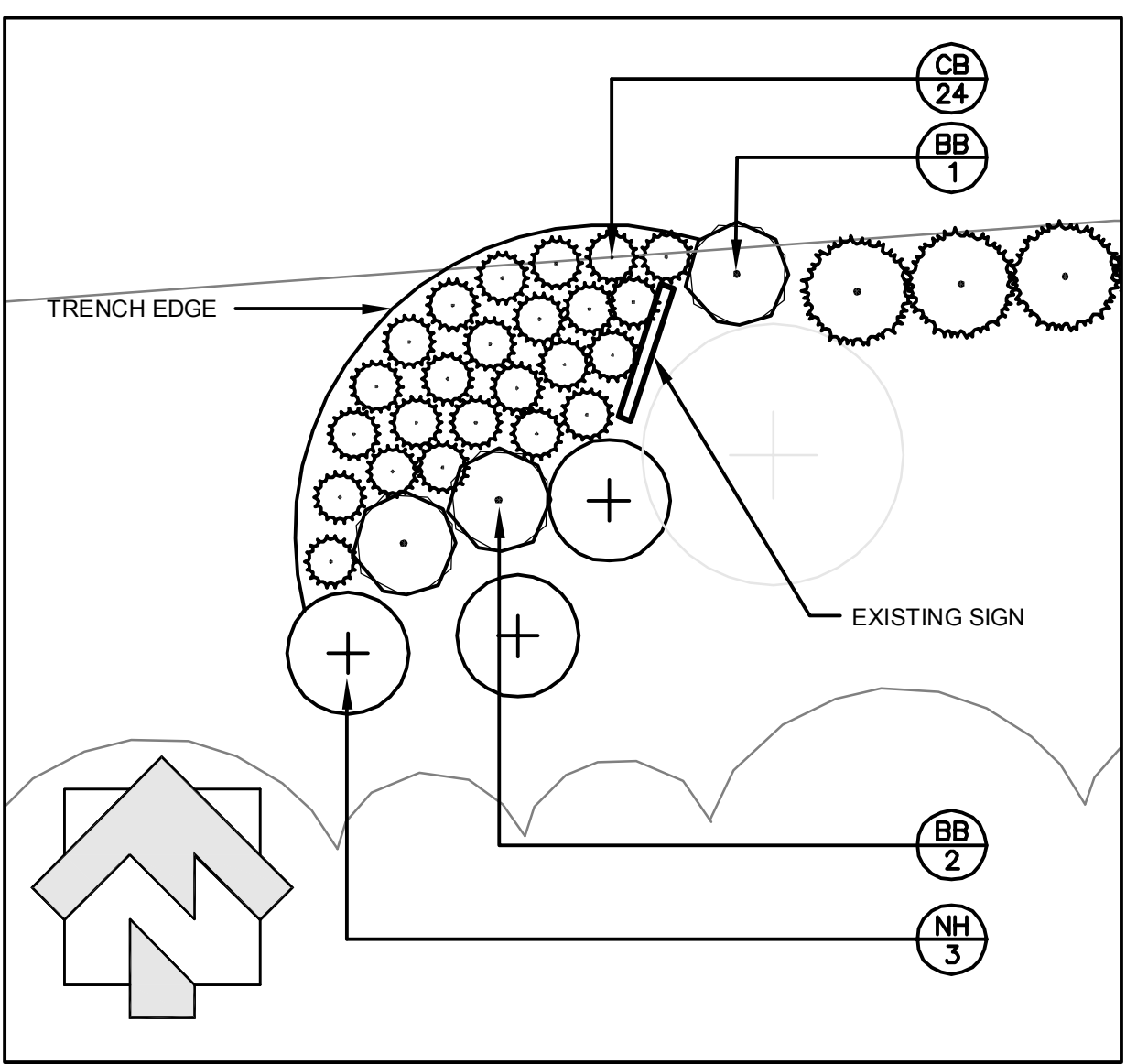


**1 LANDSCAPE PLAN**  
 Scale: 1"=20'-0"

RIGHT OF WAY PLANS WERE NOT ON FILE/ AVAILABLE FOR THIS SITE AT THE TENNESSEE DEPARTMENT OF TRANSPORTATION. CONTACT PLAN SALES (TDOT) WITH QUESTIONS AT 615.741.3337



**KEY PROJECT LOCATION**  
 Scale: NTS



**2 ENLARGEMENT A**  
 Scale: 1"=10'-0"

CANOPY TREES									
ITEM NUMBER	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	UNIT	CONT.	SIZE	HEIGHT	REMARKS
SHRUBS									
802-03.01	FO	70	<i>Forsythia</i>	FORSYTHIA	EACH	POT	7 GAL	-	-
802-03.02	NH	3	<i>Ilex x 'nellie r. stevens'</i>	NELLIE STEVENS HOLLY	EACH	POT	7 GAL	-	-
802-03.03	BB	3	<i>Euonymus alatus</i>	BURNING BUSH	EACH	POT	7 GAL	-	-
802-03.04	CB	24	<i>Berberis Thunbergii 'Crimson Pygmy'</i>	CRIMSON PYGMY BARBERRY	EACH	POT	3 GAL	-	-
MULCH									
805-01.68	-	6	n/a	MULCH	CY	-	-	-	-

**QUANTITIES**

PLANTING SCHEDULE												
ITEM	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
ALL TREE PLANTINGS												



**TENNESSEE ONE-CALL YOU DIG CALL**  
 1-800-351-1111

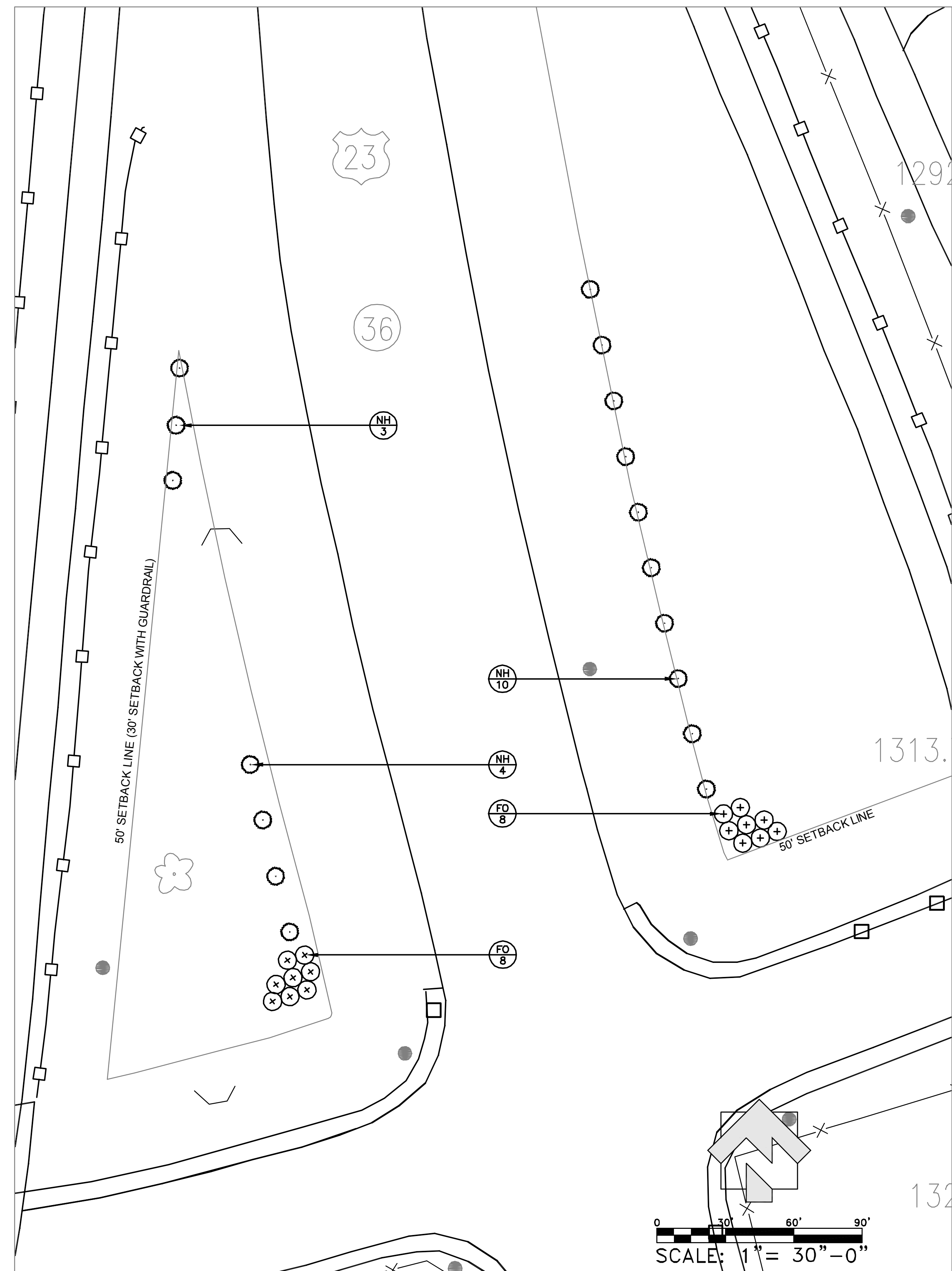
**LOSE & ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTURE • ARCHITECTURE • ENGINEERING  
 1514 5th Avenue North, Suite 200, Nashville, TN 37208 615.242.0240

DATE: JULY 17, 2012

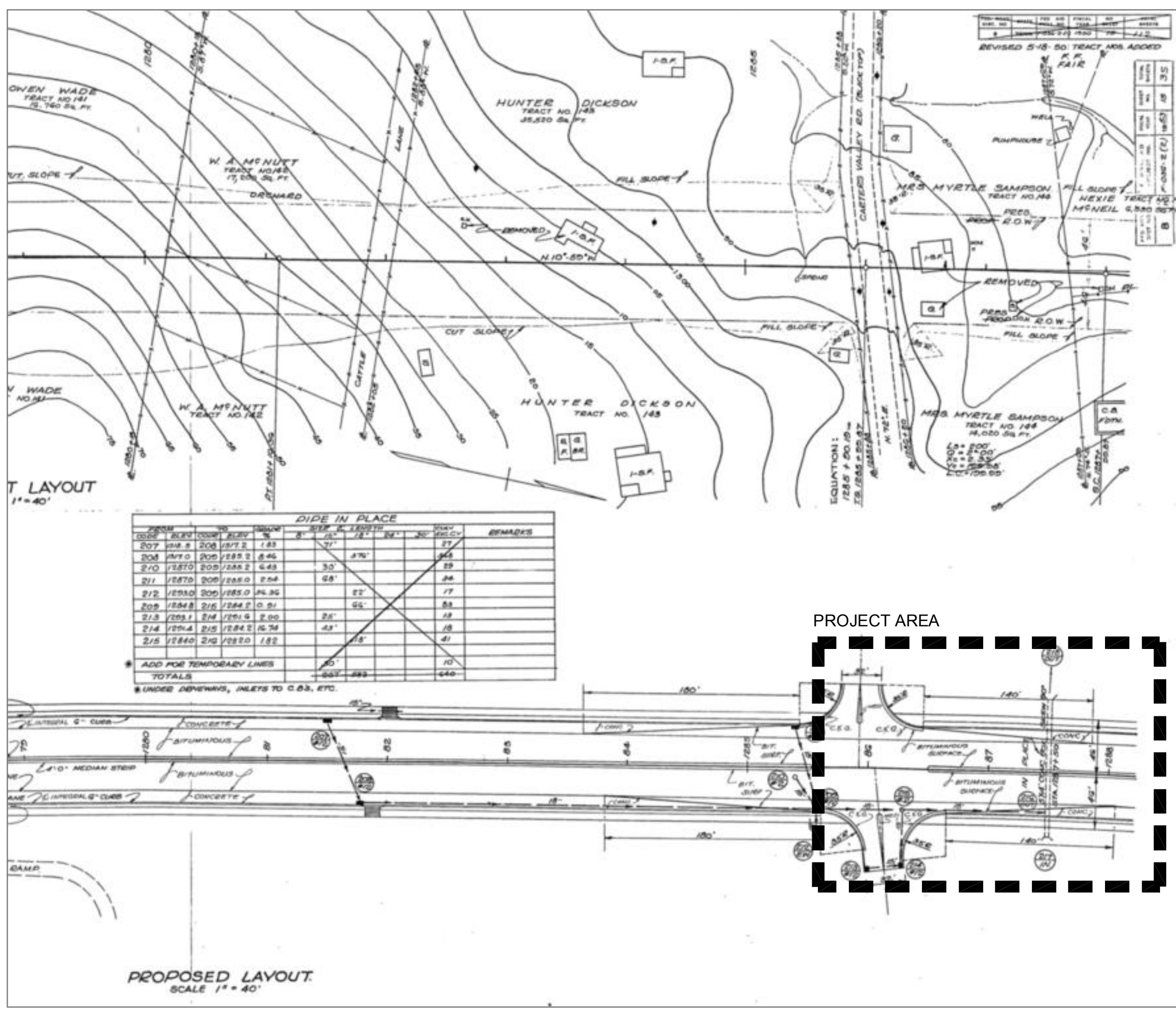
**LANDSCAPE PLAN (Site 1)**

SCALE: 1"=4'

STATE# 82LPLM-F3-009  
 FED # STP-EN-9108(42)  
 TDOT PIN# 105525.21



**1 LANDSCAPE PLAN**  
 Scale: See Graphic Scale



**2 TDOT RIGHT OF WAY PLAN EXCERPT**  
 Scale: See Graphic Scale

ITEM NUMBER	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	UNIT	CONT.	SIZE	HEIGHT	REMARKS
<b>CANOPY TREES</b>									
			n/a						
<b>SHRUBS</b>									
802-03.01	FO	16	<i>Forsythia</i>	FORSYTHIA	EACH	POT	7 GAL	-	-
802-03.02	NH	17	<i>Ilex x 'nelle r. stevens'</i>	NELLIE STEVENS HOLLY	EACH	POT	7 GAL	-	-
<b>MULCH</b>									
805-01.68	-	6	n/a	MULCH	CY	-	-	-	-

**QUANTITIES**

ITEM	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
ALL TREE PLANTINGS												

**PLANTING SCHEDULE**

- GENERAL NOTES:**
- UNDERGROUND UTILITIES: A. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES. BEFORE YOU DIG CALL TENNESSEE ONE CALL SYSTEM - 1-800-351-1111. B. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.
  - THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE MADE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.
  - THE LANDSCAPE CONTRACTOR WILL BE HELD FINANCIALLY LIABLE FOR ANY DAMAGE CAUSED TO NEW PAVEMENT, CURBING, OR OTHER COMPLETED CONSTRUCTION ITEMS INCURRED DURING THE LANDSCAPE INSTALLATION.
  - THE LANDSCAPE CONTRACTOR IS TO PERFORM A THOROUGH CLEANUP AND QUALITY CONTROL INSPECTION.
  - THE LANDSCAPE CONTRACTOR IS SUBJECT TO RANDOM INSPECTIONS BY TDOT OR A TDOT REPRESENTATIVE AT ANY TIME DURING THE INSTALLATION PROCESS. WORK NOT IN COMPLIANCE WITH PLANS WILL BE REMOVED AND BROUGHT INTO COMPLIANCE.

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- PLANTING BEDS AND PLANT LOCATIONS SHALL BE STAKED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL NOTIFY TDOT OR A TDOT REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION OF THE PLANTS.
  - PLANTING BEDS SHALL BE CLEARED OF ALL GRASS AND WEEDS PRIOR TO INSTALLATION OF PLANTS, INCLUDING SPRAYING HERBICIDE TO KILL ACTIVELY GROWING PLANTS. PLANT BEDS SHALL BE PREPARED AS CALLED FOR IN PLANTING DETAILS AND AS NOTED ON PLANS.
  - ALL OTHER DISTURBED AREAS ARE TO BE SEED AS PER THE PLANS ADDITIONAL SEEDING, IF REQUIRED, WILL BE AS DIRECTED BY TDOT OR A TDOT REPRESENTATIVE.
  - PLANTING BEDS SHALL HAVE A THREE (3) INCH SHREDDED HARDWOOD BARK MULCH OVER THE ENTIRE BED, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
  - PRIOR TO PLANTING, ALL MULCH TREE RINGS SHALL BE TREATED WITH A WATER-SOLUBLE HERBICIDE FOR THE NON-SELECTIVE CONTROL OF ANNUAL AND PERENNIAL WEEDS PRIOR TO PLANTING.
  - ALL TREE PLANTING PITS SHALL BE BACKFILLED WITH A PLANTING SOIL MIXTURE OF 50% ORIGINAL SOIL AND 50% TOPSOIL, THOROUGHLY MIXED. SAMPLE OF MIXTURE TO BE APPROVED BY TDOT OR A TDOT REPRESENTATIVE PRIOR TO INSTALLATION.
  - ALL PLANTED AREAS ARE TO BE FERTILIZED WITH GRANULAR FERTILIZER LANDSCAPE CONTRACTOR IS TO PROVIDE SOIL TEST RESULTS AND PROPOSED FERTILIZER APPLICATION RATES TO TDOT OR A TDOT REPRESENTATIVE FOR APPROVAL. SOIL TEST SAMPLES SHALL BE TAKEN 1000 FEET O.C. ON BOTH SIDES OF THE SUBMITTING SOIL TEST SAMPLE.
  - ALL PLANT MATERIAL IS TO BE NURSERY GROWN AND TO COMPLY WITH AMERICAN STANDARD FOR NURSERY STOCK
  - SPRAY TREES WITH AN ANTI-DESICCANT IF FOLIAGE IS PRESENT.
  - EVERGREEN TREES SHALL BE PLANTED IN THE SAME MANNER AS DECIDUOUS MATERIAL IS PLANTED.
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  - ALL MATERIALS INSPECTED ON THE SITE AND FOUND TO BE UNACCEPTABLE SHALL BE REMOVED FROM THE SITE ON THE DAY OF INSPECTION.
  - FIELD CHANGES MUST BE APPROVED IN WRITING BY TDOT OR A TDOT REPRESENTATIVE BEFORE INSTALLATION. MATERIALS MAY BE VIEWED AT LANDSCAPE
  - EXISTING PLANT MATERIAL IS TO BE EVALUATED BY THE LANDSCAPE ARCHITECT FOR POSSIBLE RELOCATION ON SITE. THE LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK.
  - ALL PLANT MATERIAL SHALL BE SUPPLIED BY APPROPRIATE SOURCES TO PREVENT UNDUE STRESS OR PROLONGED ACCLIMATIZATION WHICH WOULD INHIBIT PLANT GROWTH.
  - LANDSCAPE CONTRACTOR IS TO VERIFY PLANT QUANTITIES SHOWN ON PLAN AND IN PLANT LIST. IF DISCREPANCIES OCCUR, LANDSCAPE CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT IMMEDIATELY. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE.
  - REFER TO PLANTING SCHEDULE FOR ACCEPTABLE TIMES FOR INSTALLING PLANT MATERIALS.



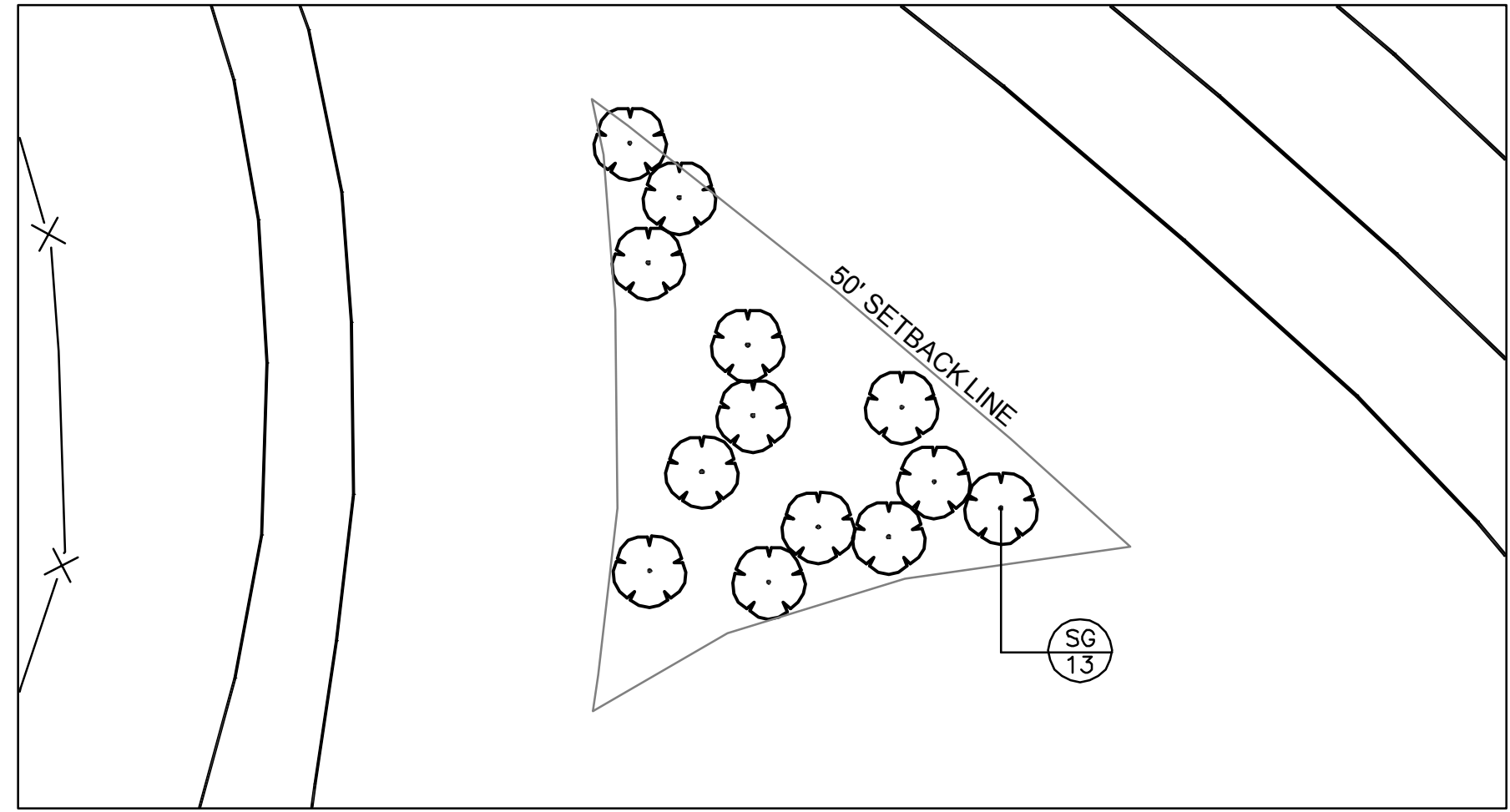
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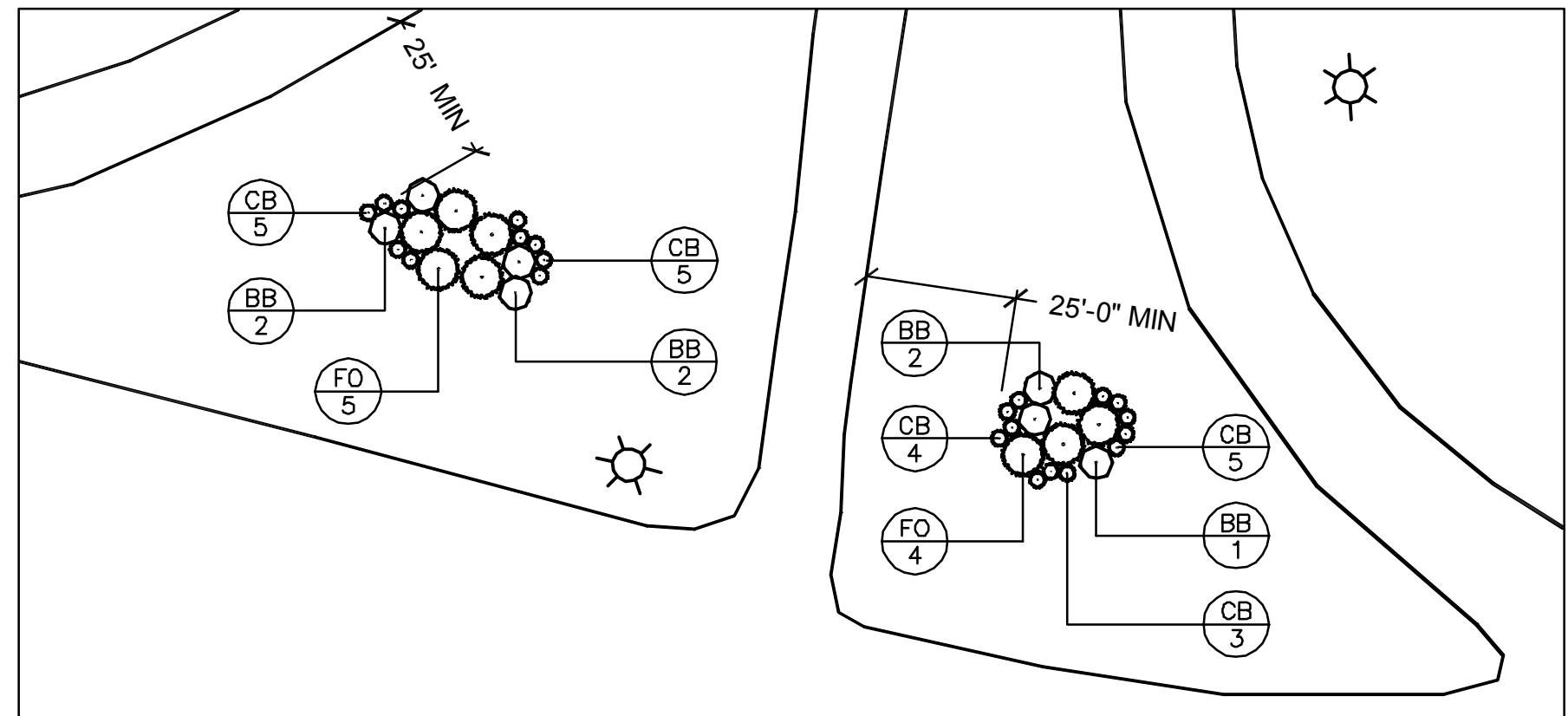
DATE: JULY 17, 2012

**LANDSCAPE PLAN (Site 2)**

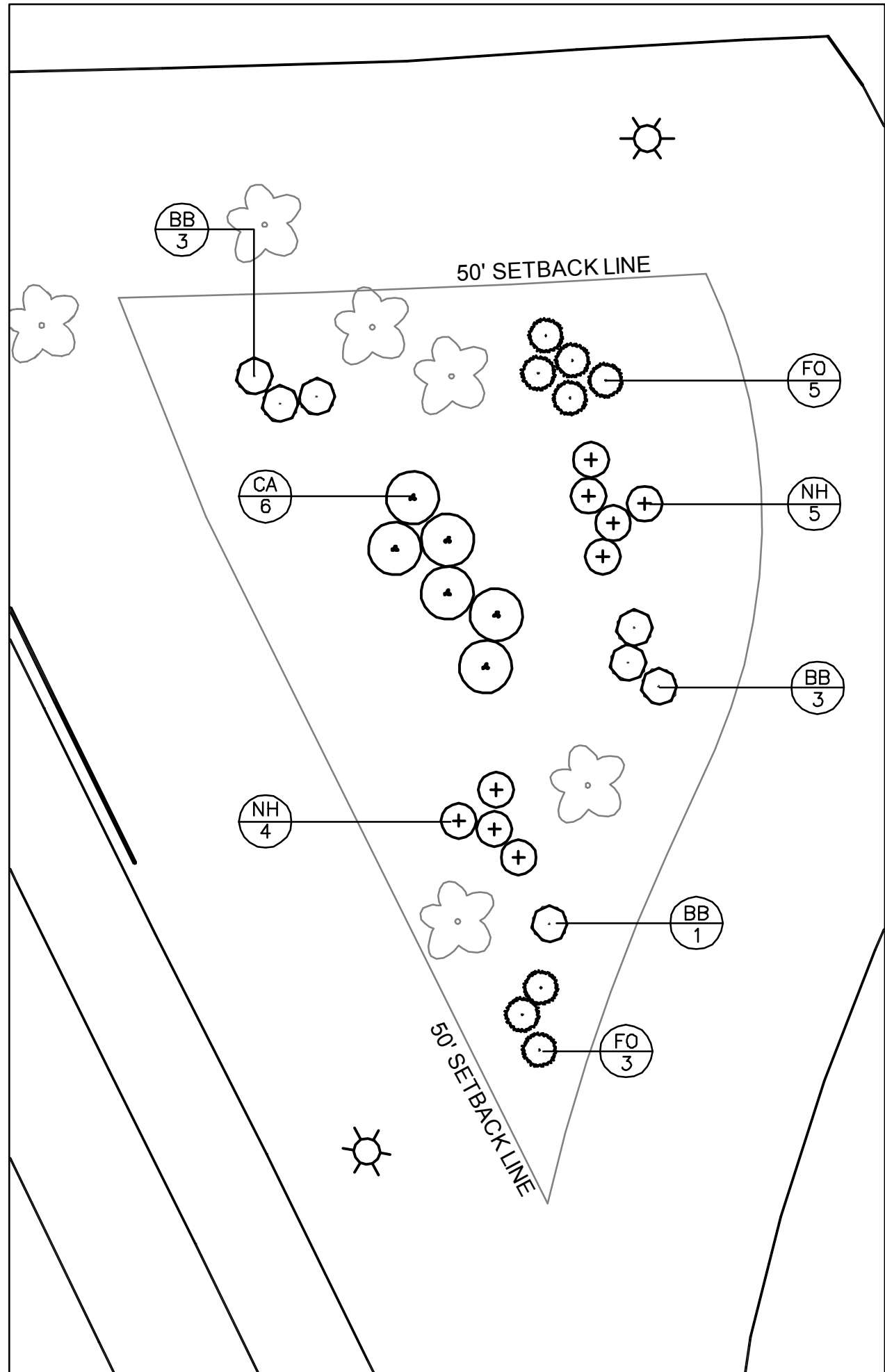




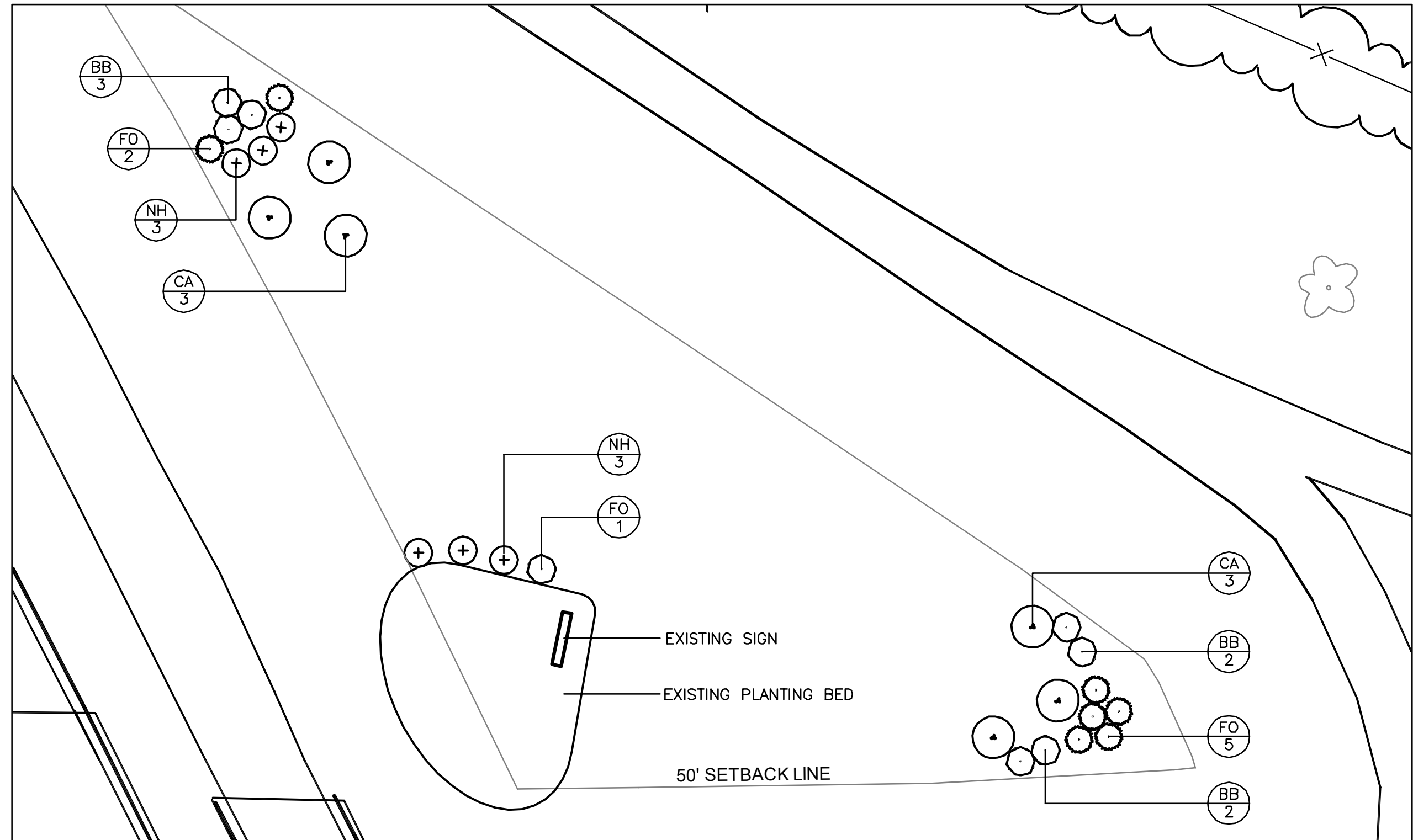
**1 ENLARGEMENT AREA #A**  
 Scale: See Graphic Scale



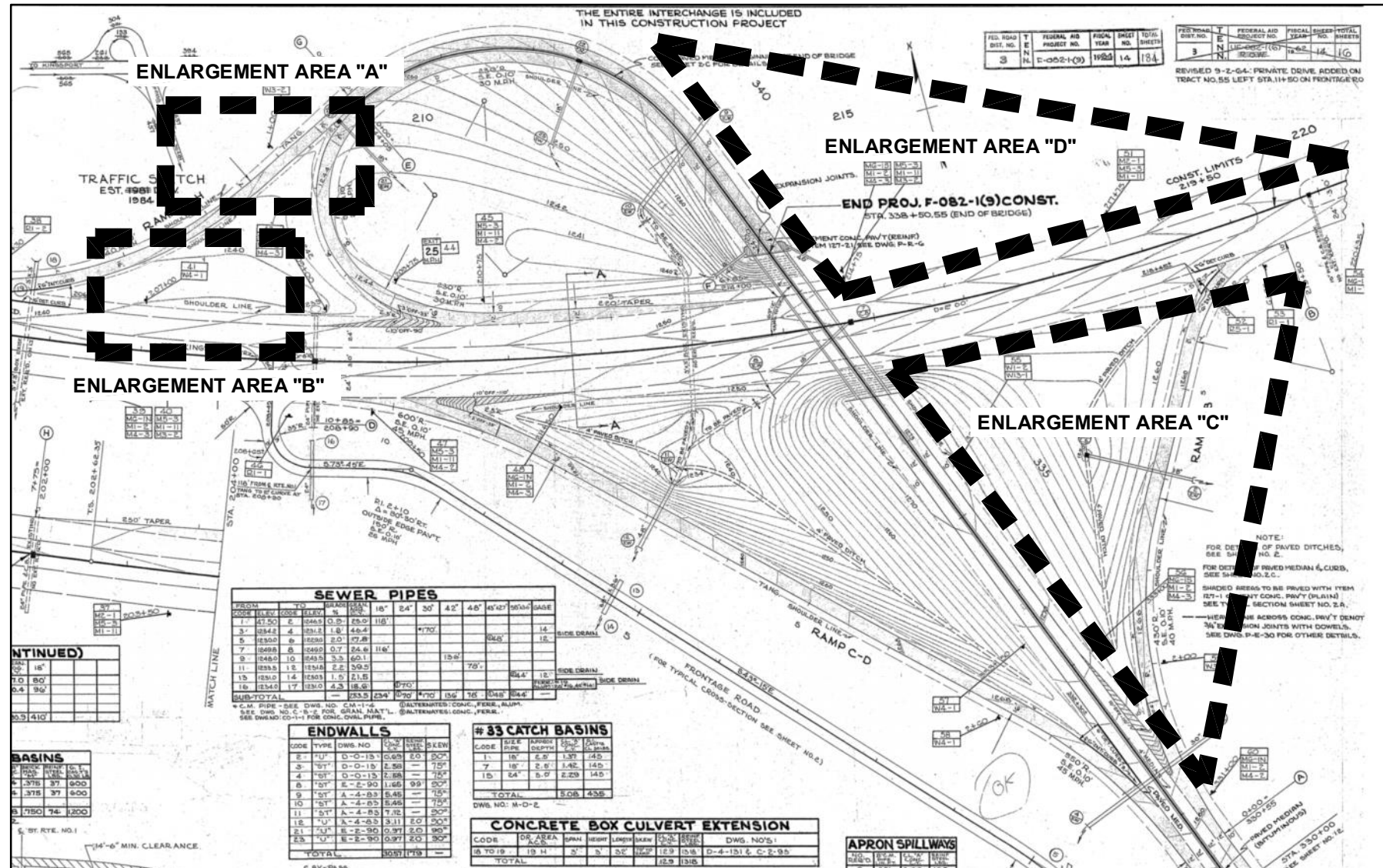
**2 ENLARGEMENT AREA #B**  
 Scale: See Graphic Scale



**3 ENLARGEMENT AREA #C**  
 Scale: See Graphic Scale



**4 ENLARGEMENT AREA #D**  
 Scale: See Graphic Scale

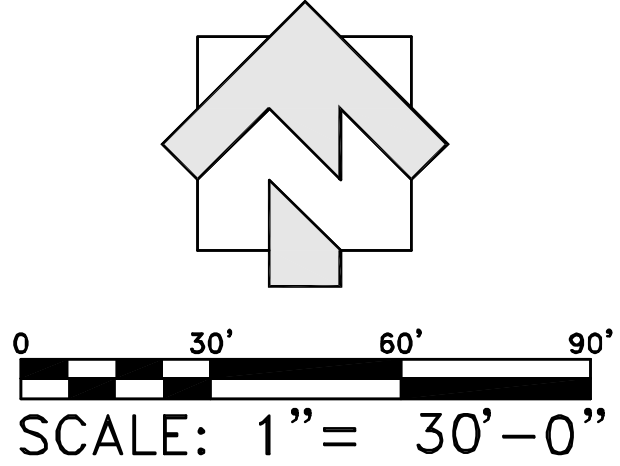


**RIGHT OF WAY PLAN EXCERPT**  
 Scale: See Graphic Scale

TYPE	YEAR	PROJECT NO.	SHEET NO.
STATE #	11	82LPLM-F3-009	3
FEDERAL #	11	STP-EN-9108(42)	3

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CANOPY TREES									
ITEM NUMBER	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	UNIT	CONT.	SIZE	HEIGHT	REMARKS
802-01.07	SG	13	<i>Liquidambar styraciflua</i>	SWEET GUM	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.11	CA	12	<i>Malus Augustifolia</i>	CRAB APPLE	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-03.02	NH	15	<i>Ilex x 'Nellie r. Stevens'</i>	NELLIE STEVENS HOLLY	EACH	POT	7 GAL	-	-
SHRUBS									
802-03.01	FO	25	<i>Forsythia</i>	FORSYTHIA	EACH	POT	7 GAL	-	-
802-03.04	CB	22	<i>Berberis thunbergii 'Crimson Pygmy'</i>	CRIMSON PYGMY BARBERRY	EACH	POT	3 GAL	-	-
802-03.03	BB	21	<i>Euonymus alatus</i>	BURNING BUSH	EACH	POT	7 GAL	-	-
MULCH									
805-01.68	-	10	n/a	MULCH	CY	-	-	-	-

**PLANTING SCHEDULE**

ITEM	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
ALL TREE PLANTINGS												



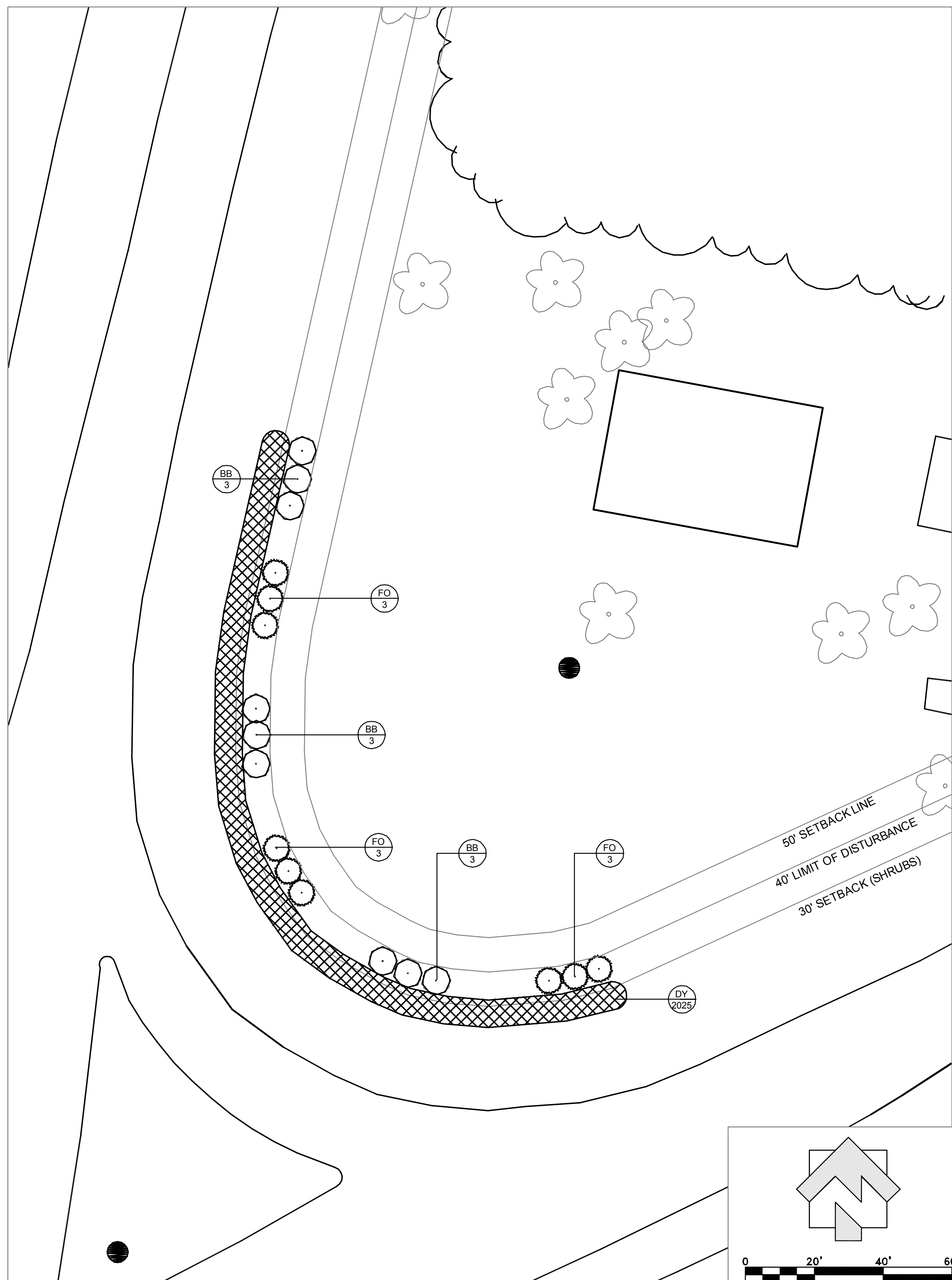
TENNESSEE  
 ONE-CALL  
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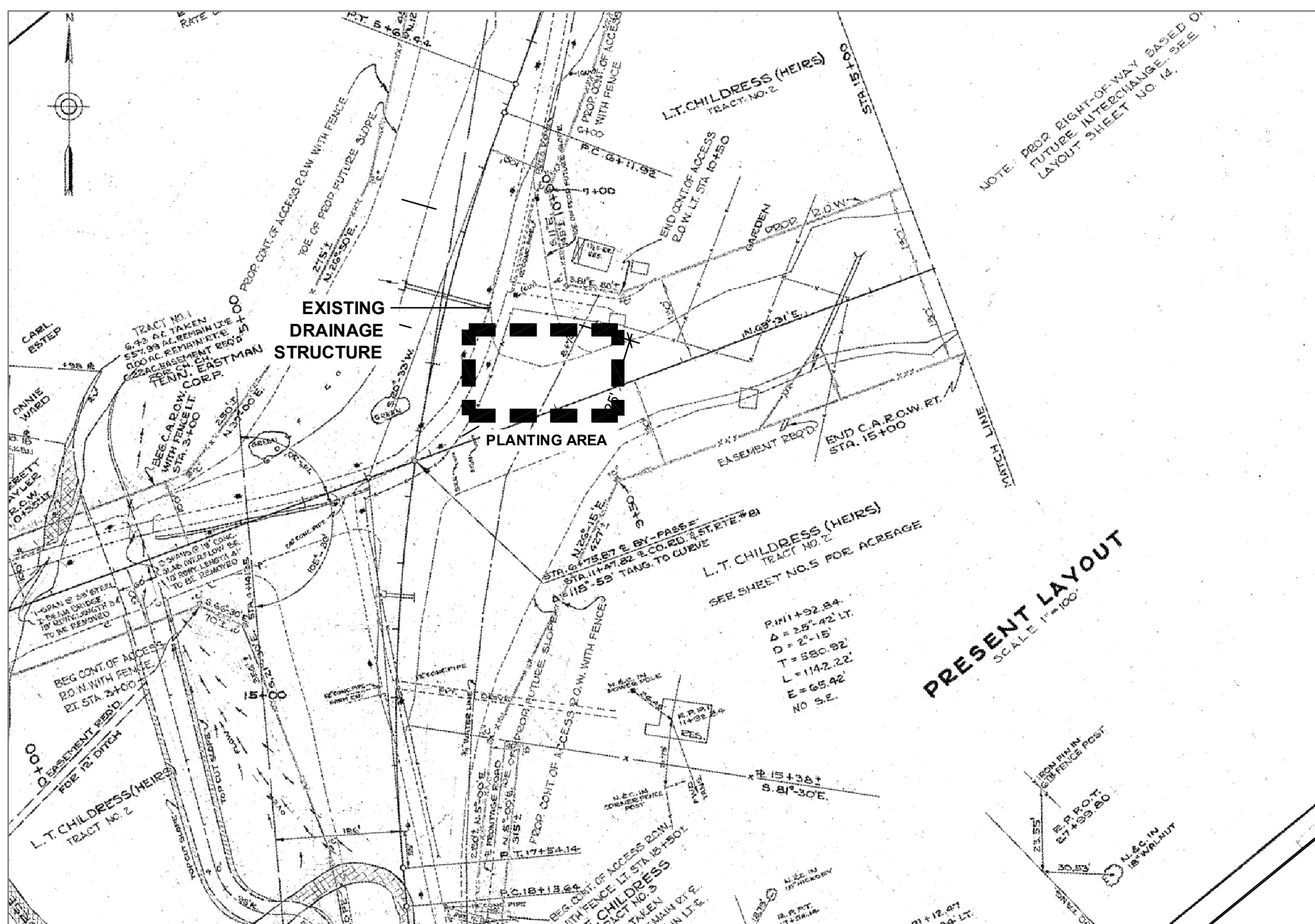
DATE: JULY 17, 2012

**LANDSCAPE PLAN (Site 3)**

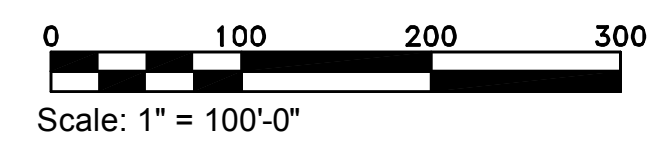
STATE# 82LPLM-F3-009  
 FED # STP-EN-9108(42)  
 TDOT PIN# 105525 21



**1 LANDSCAPE PLAN**  
 Scale: See Graphic Scale



**2 RIGHT OF WAY PLAN EXCERPT**  
 Scale: See Graphic Scale



QUANTITIES										
CANOPY TREES	ITEM NUMBER	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	UNIT	CONT.	SIZE	HEIGHT	REMARKS
SHRUBS	802-03.01	FO	9	<i>Forsythia</i>	FORSYTHIA	EACH	POT	3 GAL	-	-
	802-03.03	BB	9	<i>Euonymus alatus</i>	BURNING BUSH	EACH	POT	7 GAL	-	-
MULCH	805-01.68	-	8	n/a	MULCH	CY	-	-	-	-
	802-04.70	DY	2025	-	DAY LILY MIX	EA.	POT	1 GAL	-	-

PLANTING SCHEDULE												
ITEM	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
ALL TREE PLANTINGS												

TYPE	YEAR	PROJECT NO.	SHEET NO.
STATE #	11	82LPLM-F3-009	4
FEDERAL #	11	STP-EN-9108(42)	4

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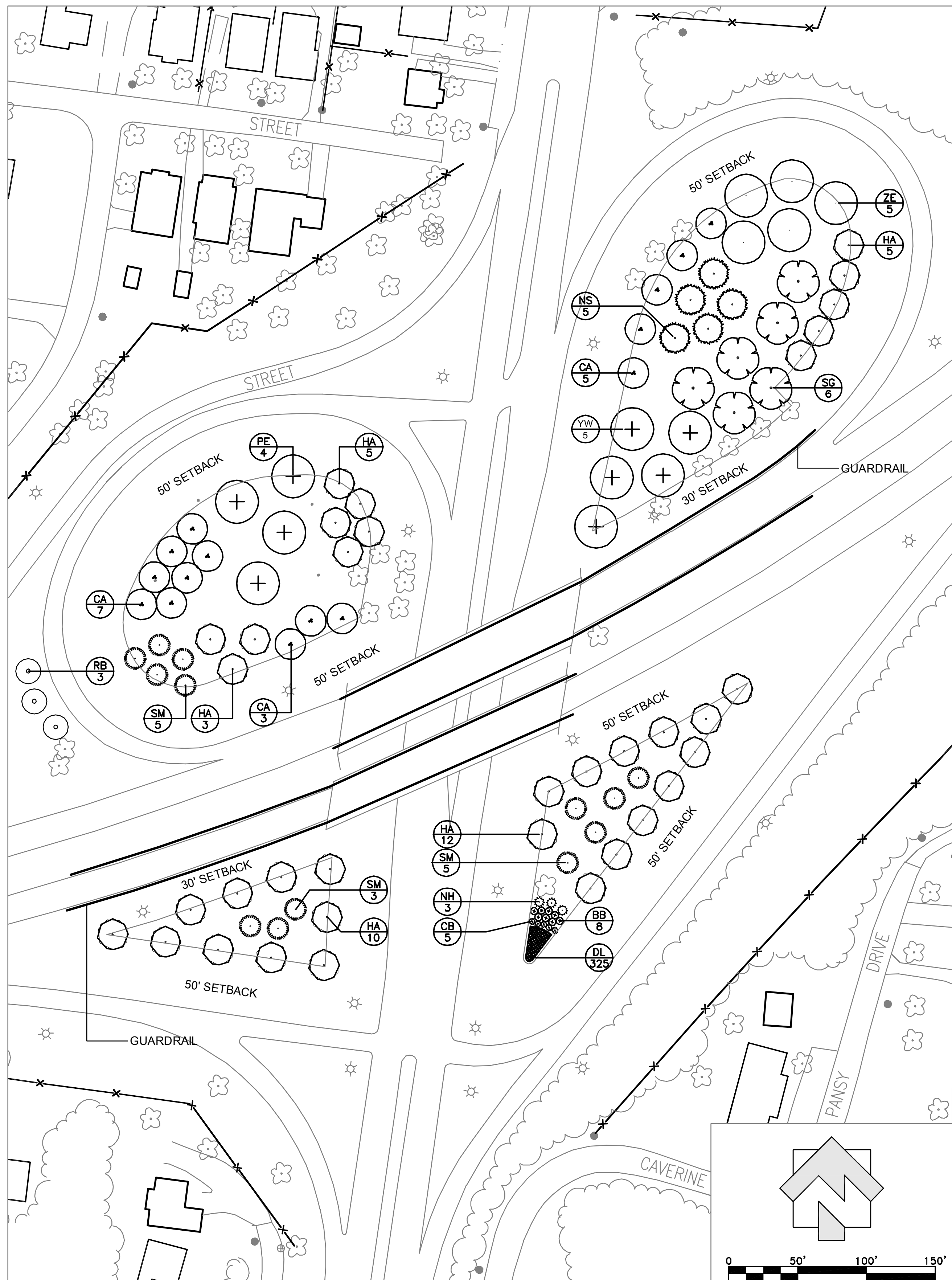
**LOSE & ASSOCIATES, INC.**  
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 1514 5th Avenue North Suite 200 Nashville, TN 37208 615.242.0140

DATE: DECEMBER 10, 2012

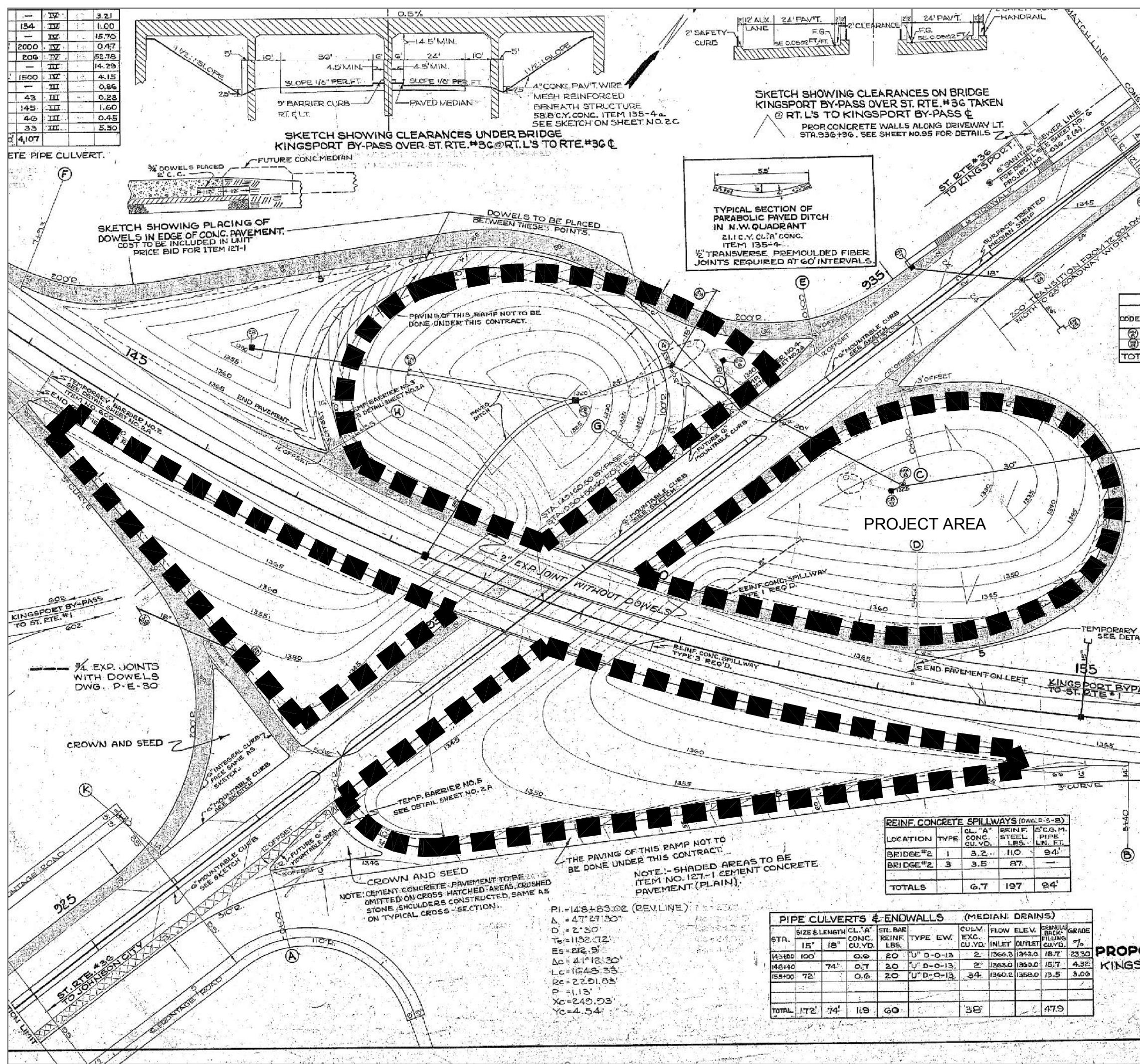
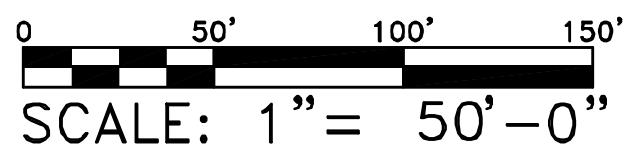
**LANDSCAPE PLAN (Site 4)**



STATE # 82LPLM-F3-009  
 FED # STP-EN-9108(42)  
 TDOT PIN# 105525 21



**1 LANDSCAPE PLAN**  
 Scale: See Graphic Scale



**2 TDOT RIGHT OF WAY PLAN EXCERPT**  
 Scale: See Graphic Scale

CANOPY TREES									
ITEM NUMBER	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	UNIT	CONT.	SIZE	HEIGHT	REMARKS
802-01.11	CA	15	<i>Malus augustifolia</i>	CRABAPPLE	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.18	NS	5	<i>Picea Abies</i>	NORWAY SPRUCE	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.12	HA	35	<i>Rhapholepis Indica</i>	INDIAN HAWTHORN	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.14	PE	4	<i>Ulmus Americana 'Princeton'</i>	PRINCETON ELM	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.03	RB	3	<i>Cercis canadensis</i>	REDBUD	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.15	SM	13	<i>Magnolia virginiana</i>	SWEETBAY MAGNOLIA	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.16	ZE	5	<i>Zelcova serata</i>	ZELCOVA	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.17	YW	5	<i>Cladrasitis lutea</i>	YELLOW WOOD	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.07	SG	6	<i>Liquidambar styraciflua</i>	SWEET GUM	EACH	B&B	1.5"-2" CAL	-	MATCHED
SHRUBS									
802-03.02	NH	3	<i>Ilex x 'helle r. stevens'</i>	NELLIE STEVENS HOLLY	EACH	POT	7 GAL	-	-
802-03.04	CB	5	<i>Berberis thunbergii 'Crimson pygmy'</i>	CRIMSON PIGMY BARBERRY	EACH	POT	3 GAL	-	-
802-03.03	BB	8	<i>Euonymus alatus</i>	BURNING BUSH	EACH	POT	7 GAL	-	-
802-04.70	DY	325	-	DAY LILY MIX	-	-	-	-	-
MULCH									
805-01.68	-	15	n/a	MULCH	CY	-	-	-	-

**PLANTING SCHEDULE**

ITEM	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
ALL TREE PLANTINGS												

- GENERAL NOTES:**
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  - B. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.
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**QUANTITIES**



TENNESSEE ONE-CALL SYSTEM BEFORE YOU DIG CALL 1-800-351-1111

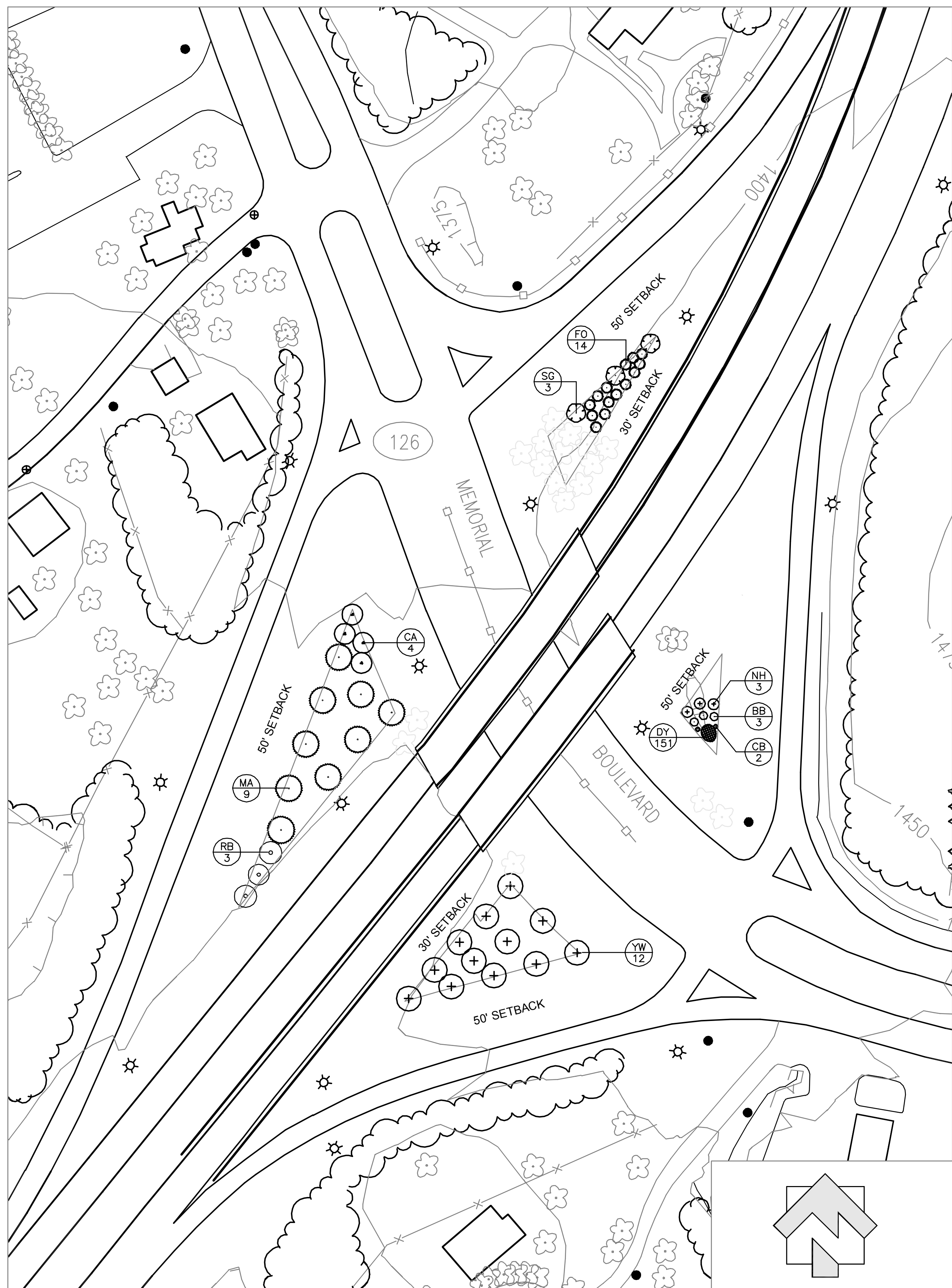
**LOSE & ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTURE • ARCHITECTURE • ENGINEERING  
 1514 5th Avenue North Suite 200 Nashville, TN 37208 615.242.0040

DATE: JULY 17, 2012

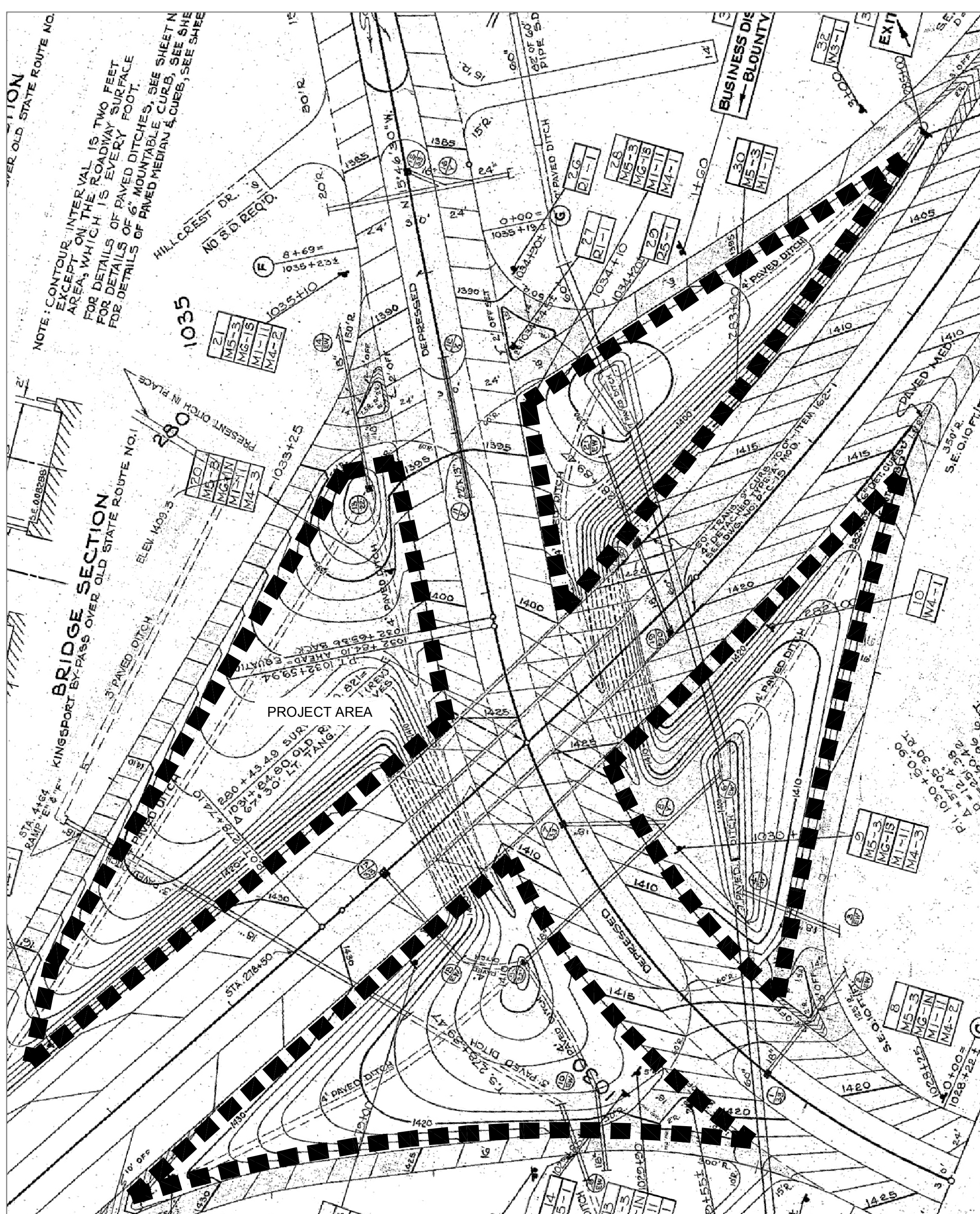
**LANDSCAPE PLAN (Site 5)**

SCALE: 1"=4'





**1 LANDSCAPE PLAN**  
 Scale: See Graphic Scale



**2 TDOT RIGHT OF WAY PLAN EXCERPT**  
 Scale: See Graphic Scale

ITEM NUMBER	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	UNIT	CONT.	SIZE	HEIGHT	REMARKS
<b>CANOPY TREES</b>									
802-01.11	CA	4	<i>Malus augustifolia</i>	CRABAPPLE	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.04	MA	9	<i>Acer rubrum</i>	RED MAPLE	EACH	B&B	1.5"-2" CAL	-	MATCHED
802-01.03	RB	3	<i>Cercis canadensis</i>	REDBUD	EACH	POT	1.5"-2" CAL	-	MATCHED
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802-01.17	YW	12	<i>Cladrastis lutea</i>	YELLOW WOOD	EACH	B&B	1.5"-2" CAL	-	MATCHED
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802-03.03	BB	3	<i>Euonymus alatus</i>	BURNING BUSH	EACH	POT	7 GAL	-	-
802-03.01	FO	14	<i>Forsythia</i>	FORSYTHIA	EACH	POT	7 GAL	-	-
802-04.70	DY	151	-	DAY LILY MIX	EACH	POT	1 GAL	-	-
<b>MULCH</b>									
805-01.68	-	6	n/a	MULCH	CY	-	-	-	-

**QUANTITIES**

**PLANTING SCHEDULE**

ITEM	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEPT.	OCT.	NOV.	DEC.
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TENNESSEE ONE-CALL  
 SYSTEM BEFORE YOU DIG CALL  
 1-800-351-1111



DATE: JULY 17, 2012

**LANDSCAPE PLAN (Site 6)**





**AGENDA ACTION FORM**

**Consideration of a Resolution Ratifying the Mayor’s Signature on the Certification of Consistency with the Consolidated Plan for Holston Habitat for Humanity’s Federal Home Loan Bank of Cincinnati Grant Application.**

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

Action Form No.: AF- 254-20203  
 Work Session: July 31, 2023  
 First Reading: July 31, 2023  
 Final Adoption: August 1, 2023  
 Staff Work By: Michael Price  
 Presentation By: Michael Price

**Recommendation:**  
 Approve Resolution

**Executive Summary:**

The Mayor’s Signature is required on the Certification of Consistency with the Consolidated Plan. This form is created and required by the US Department of Housing and Urban Development. The purpose of this form is to ensure that Holston Habitat’s FHLB Grant Application is consistent with City of Kingsport’s Consolidated Plan as it relates to the Community Development Block Grant Program.

Both, the City of Kingsport and Holston Habitat for Humanity are committed to the development of decent housing, the development of suitable living environments, the expansion of economic opportunities and helping citizens build communities of opportunity. The application is for a 3-year grant of \$500,000 that will fund 10 homes across all 3 counties served by Holston Habitat.

**Attachments:**

1. Resolution
2. Certification by State or Local Official of PHA Plans Consistency w/ the Consolidated Plan
3. Grant Summary

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

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CERTIFICATION OF CONSISTENCY WITH THE CONSOLIDATED PLAN AND ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION.

WHEREAS, the Certification of Consistency with the Consolidated Plan is a form required for Holston Habitat for Humanity's Federal Home Loan Bank of Cincinnati application; and

WHEREAS, this certification ensures that, the City of Kingsport and Holston Habitat for Humanity are committed to the development of decent housing, the development of suitable living environments, the expansion of economic opportunities and helping citizens build communities of opportunity; and

WHEREAS, the certification was due by July 19, 2023, and required the mayor's signature.

Now therefore,

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

SECTION I. That the Certification of Consistency with the Consolidated Plan submitted on July 19, 2023, is ratified, including the execution of the same by Mayor Patrick W. Shull.

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 effectuate this resolution.

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

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

ADOPTED this the 1st day of August, 2023.

---

PATRICK W. SHULL, MAYOR

ATTEST:

---

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

RODNEY B. ROWLETT, III, CITY ATTORNEY

# Certification of Consistency with the Consolidated Plan

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: Holston Habitat for Humanity

Project Name: 2023 New Builds

Location of the Project: Sullivan, Carter, Washington Counties, TN  
Bristol, VA

Name of the Federal Program to which the applicant is applying: Federal Home Loan Bank of Cincinnati

Name of Certifying Jurisdiction: City of Kingsport

Certifying Official of the Jurisdiction Name: Pat Shull

Title: City Mayor

Signature: Patrick W. Shull

Date: 19 July 2023

APPROVED AS TO FORM:  
Rodney B. Bartlett  
CITY ATTORNEY



ATTEST:  
Ingrid Marshall  
DEPUTY CITY RECORDER

AF-254-2023

Federal Home Loan Bank of Cincinnati Grant Application by:  
-Holston Habitat for Humanity

Grant Summary:

Holston Habitat for Humanity is submitting an application for the Federal Home Loan Bank of Cincinnati's Affordable Housing Program grant. Holston Habitat is requesting an award in the sum of \$500,000, which will support the organization's construction activities as they build 10+ homes in the next 3 years for low-income families. The terms of the grant require Holston Habitat to build new homes for first-time homebuyers, households with disabilities and/or special needs, and who are at risk of, or who are currently homeless. This funding perfectly aligns with Holston Habitat for Humanity's program and will serve as a significant funding source for the next three years. Having the City of Kingsport's support for an award is extremely valuable as it demonstrates the mutually beneficial partnership between the two entities. Holston Habitat is very appreciative of the City of Kingsport's support of their work.



**AGENDA ACTION FORM**

**Consideration of a Resolution Amending the Rules of Procedure for Meetings of the Board of Mayor and Aldermen**

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

Action Form No.: AF-248-2023  
Work Session: July 31, 2023  
First Reading: N/A  
Final Adoption: August 1, 2023  
Staff Work By: Committee  
Presentation By: McCartt/Harmon

**Recommendation:**

Approval of the Resolution

**Executive Summary:**

This resolution amends the Rules of Procedure for Meetings of the Board of Mayor and Aldermen that was adopted by resolution No. 2005-046 on October 5, 2004. The adopted procedures at the time laid out methods for maintaining decorum and order during meetings of the legislative body and how to allow citizen input to the deliberative process. At that time, public comment periods were not a requirement set forth in the Tennessee Code Annotated.

Last year the State Legislature introduced a new bill that requires all governing bodies to hold a public comment period at their meetings. City staff have worked to create a uniform public comment period for all governing bodies (boards and commissions) to keep consistency for our citizens. The proposed resolution amends the public comment portion of the Rules of Procedure by eliminating the public comment period at Work Sessions and only holding one public comment period for both agenda items and other civic natured items, at the beginning of the Business Meeting. This action is to align with the newly adopted state law that requires public comment periods for all meetings of a governing body where action is being taken. No changes are being proposed to the five (5) minute limit a person has to speak.

**Attachments:**

- 1. Resolution
- 2. Red Lined Rules of Procedure

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

Item X18.

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

A RESOLUTION AMENDING THE RULES OF PROCEDURE FOR  
THE BOARD OF MAYOR AND ALDERMEN

WHEREAS, on October 5, 2004, the board approved Resolution No.: 2005-046, wherein procedures for the Board of Mayor and Aldermen were established; and

WHEREAS, 2023 Public Chapter No.: 300 requires all governing bodies to hold a public comment period at meetings wherein action was being taken; and

WHEREAS, city is in the process of standardizing the procedures governing public comment across its boards and commissions including public comment at board of mayor and aldermen meetings.

Now therefore,

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

SECTION I. That the amendment to the Rules of Procedure for meetings of the Board of Mayor and Aldermen are hereby adopted, to wit:

**RULES OF PROCEDURE FOR MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN NOT SPECIFICALLY COVERED IN ROBERT'S RULES OF ORDER, NEWLY REVISED**  
**INTRODUCTION**

The application of rules of parliamentary procedure enables the board of mayor and aldermen to provide appropriate regard for each member's opinion and to arrive at the general will of the majority of the board. Generally, the rules of parliamentary procedure for business meetings of the board of mayor and aldermen are set out in Robert's Rules of Order, Newly Revised. The following rules of procedure address some areas not fully covered by Robert's Rules of Order, Newly Revised and provide a framework for conduct of board meetings. These rules of procedure take priority over any contrary rule or statement in Robert's Rules of Order, Newly Revised. They should be reviewed at least annually for any changes, additions, or deletions deemed appropriate and necessary by the board.

**AGENDA PREPARATION AND PROCEDURE**

**A. Agenda for Regular or Special Called Business Meeting of the Board of Mayor and Aldermen**

The agenda for regular or special called business meetings will be prepared by the office of the city manager. The city manager will place items on the agenda, necessary for the conduct of the business of the city. Generally, an item will not be placed on a regular business agenda without having been first been reviewed in a work session. Exceptions to this general procedure include items of an emergency nature; when there is no work session held prior to the regular business meeting; when urgent circumstances warrant the inclusion of the item; or if the matter is routine and non-controversial in nature. However, whether an item is initially placed on a regular business meeting agenda is a decision of the city manager. Regular business meeting agendas will at a minimum include the following sections: items for consideration, consent agenda, public comment, and board member requests. It may include additional sections as deemed necessary. An agenda for a special called business meeting will include only those items set out in the call of the meeting.

A copy of the agenda and its accompanying material for a regular work session and business meeting will be delivered to the home address of each board member, or some other place in the city designated by the board member, on the Friday prior to the regularly scheduled business meeting. Agendas and accompanying material for special called meetings will be distributed to each board member, as soon as is reasonably possible after the call for the special meeting.

During the time at a regular business meeting agenda for board member requests, a board member may request an item be placed on a future business meeting for consideration by making a motion to place an item on an agenda for future consideration. If the motion is seconded and passed by a majority of the members voting, the item will be placed on the next regular business meeting



agenda, unless some other time is specified in the motion. The motion is debatable. The motion should pertain to an item requiring action by the board. Alternatively, if the matter does not appear to be controversial, the item may be added to a future business meeting agenda by unanimous consent. The member making the motion should ask for unanimous consent for the addition of the item to a future business meeting agenda. The mayor will ask if there is objection to the request, and if there is no objection, the item will be added to the next regular scheduled business meeting agenda, unless some other time is specified in the motion.

If the item contained in the motion pertains to an item for discussion or review by the board, it should be placed on a work session agenda as hereinafter set forth.

**B. Agenda for Regular or Special Called Work Sessions of the Board of Mayor and Aldermen**

The office of the city manager will prepare an agenda for each work session, giving due regard to the estimated amount of time any item is expected to take at the work session. However, whether an item is placed on the work session agenda is the decision of the city manager. A member of the board may request that the city manager place an item on a work session agenda for a future meeting for discussion and consideration. The request should be in writing stating the purpose of the request. The regular work session agenda will include a section for a review of the regular business meeting items scheduled for consideration at the business meeting following the work session. The agenda for a special called work session will include only those items included in the call and will be prepared by the office of the city manager.

**BOARD COMMUNICATIONS ON REGULAR BUSINESS MEETING AGENDAS**

During the business meeting, the discussion and comments of the board will pertain only to those items that appear on the agenda, except as hereinafter set forth.

The regular business meeting agenda will include a section for communications by board members. Any board member choosing to address the board during this section of the board meeting agenda will, when recognized by the mayor, be allowed to speak for up to five minutes. The purpose of this section is to allow members of the board to raise matters pertaining to city business, *i.e.*, to make requests of the city manager and staff or to move that some item be placed on a future business meeting agenda for consideration. It may also be used to recognize some individual or organization that has done something to positively benefit the city. All other matters raised by a board member in this section of the agenda will be considered out of order, and the mayor may rule such member out of order, at which point the member will cease such comments.

**COMMENTS BY MEMBERS OF THE PUBLIC**

In the past, the board has passed resolutions pertaining to comments by members of the public. To provide a vehicle for ongoing community participation and input, the substance of these resolutions has been incorporated herein.

**A. Regular Called Business Meetings**

At each regular business meeting the first item on the community interest items portion of the agenda, following approval of the minutes and any public hearings, will be a time for public input. Such input shall be for agenda items for consideration at that regular business meeting or other items that are civic in nature. The total time devoted to public input will be up to a total of thirty minutes. The time allowed for comments for each individual addressing the board will be up to five minutes, provided there is time remaining within the overall thirty-minute time limit. No member of the public may yield their time to any other member of the public. Speakers must address the board from the designated podium and must address their comments to the board as a whole, rather than to individual members of the board or staff.

**B. Public Hearings**

Upon the opening of a public hearing, members of the public may, when recognized by the mayor, address the board from the designated podium for up to five minutes on the subject matter of the public hearing. Members of the public may not speak more than once during a public hearing, unless otherwise so requested by the board. No member of the public will be permitted to yield their time to another member of the public. Comments of speakers must pertain to the item which is the subject of the public hearing. Speakers must address their comments to the board as a whole, rather than to individual board members or staff.

**DECORUM IN BOARD MEETINGS**

Members of the public are welcome to attend all meetings of the board of mayor and aldermen and will be admitted to the room where such meeting is held, up to the fire safety capacity of the room. When the board is in session all persons will observe order and decorum.

Members of the public addressing the board will give their name and address in an audible tone of voice for the record and sign the speakers' log, if provided.

Everyone attending the meeting will refrain from private conversations while the board is in session.

No one will interrupt the board proceedings or refuse to obey the orders of the mayor or comply with the rules of the board.

No one attending a meeting of the board will make personal, impertinent, profane or slanderous remarks or become boisterous and, when directed so by the mayor, may be removed from the meeting by the chief of police or other police official and barred from further attendance at the meeting during that session of the board, unless permission for continued attendance is granted by a majority of the board.

Unauthorized remarks from the audience, stamping of feet, whistling, yelling, clapping or similar demonstrations will not be permitted during board meetings. If necessary, the mayor may direct the chief of police or other police official to remove the offenders from the room, unless permission for continued attendance is granted by a majority of the board.

No banners, plaques, or signs will be permitted in the meeting room for a board meeting. Displays, visual aids, and exhibits used in conjunction with presentations to the board are permitted.

Members of the public and board members desiring to speak will do so at the appropriate time, upon recognition by the mayor, and will avoid all indecorous language or references to personalities. There may be disagreement, but members of the public and the board will be respectful of each other. All comments will be directed to the issues at hand and personal attacks will be avoided.

During debate, board members will confine their comments to the question under debate.

The mayor will preserve strict order and decorum at all meetings of the board, announce the board's decisions on all subjects, and decide all questions of order, subject to the provisions in Robert's Rules of Order, Newly Revised providing for appeal of such ruling by members of the board.

#### **EXPECTATIONS OF BOARD MEMBERS AND CITY STAFF**

The board has decided that board members and staff should meet certain expectations before and during meetings. These include the following:

1. Board members and staff should commit to using and respecting Roberts Rules of Order, Newly Revised, these rules and parliamentary procedure;

2. Board members and staff should assist in preserving order and decorum during board meetings and should not interrupt or delay proceedings by conversation or otherwise or refuse to obey the order of the mayor or the rules of the board;

3. Board members and staff should individually prepare for meetings by reviewing the agenda of the meeting along with the accompanying documentation prior to the work session or a regular or special called business meeting;

4. Board members should direct questions to staff about agenda items prior to the meeting, if possible. Questions raised by members at the meeting should be phrased so that it is clear that the staff member has an opportunity to research the question to obtain an answer, if needed, and to specify the timeframe in which the answer is expected;

5. Board members and staff desiring to speak at a meeting must first be recognized by the mayor and will address the mayor and will confine the discussion to the question under debate or discussion, avoid personal discussion or comment on personalities, and refrain from personal attacks and verbal abuse;

6. Board members and staff should not interrupt or argue with any other member while such member has the floor;

7. Board members should make their expectations clear;

8. Board members and staff should be punctual to meetings and should advise the city manager, if possible, when they will be delayed or will not be attending a meeting;

9. Comments by board members and staff should be succinct and should be respectful of time without repeating points previously made in debate or discussion by the member during that meeting;

10. When communicating with committees, individuals, or groups, board members will not represent their individual views as being representative of the full board, unless they have been formally authorized to do so;

11. Individual board members will not release information to the media or to the public, when that information has been provided to them by the city attorney as part of a confidential attorney-client memorandum;

12. Board members should make themselves available to the public for communication, both to give and receive input from members of the public outside of board meetings, providing citizens with an opportunity to address issues with individual members of the board; and

13. Board members and staff should respect the decision of the majority and refrain from introducing debate or discussion on issues already decided.

**SUSPENSION OF THE RULES**

These rules, along with the Roberts' Rules of Order, Newly Revised, may be suspended upon the adoption of a motion to suspend the rules. The motion is in order whether or not there is business pending. The motion cannot suspend a rule or requirement of the city charter or ordinance. The motion must be seconded, is not debatable or amendable, and requires a majority of the members voting to pass. Alternatively, if the matter does not appear to be controversial the suspension of the rule can occur by unanimous consent. The member requesting the suspension of the rules should ask for unanimous consent for the suspension of the rule. The mayor will ask if there is objection to the request, and if there is no objection the rule will be suspended.

SECTION II. That Robert's Rules of Order, Newly Revised will continue to be used to conduct the meetings, except when a matter is addressed in the preceding amended Rules of Procedures for meetings of the Board of Mayor and Aldermen, and then such rules will take priority over any contrary rule or statement in Robert's Rules of Order, Newly Revised, unless otherwise indicated therein.

SECTION III. That any provisions of resolution No.: 2005-046 adopted October 5, 2004, Resolution No.: 98-058 adopted October 21, 1997, or other prior resolutions are in conflict herewith those provisions are hereby rescinded.

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

ADOPTED this the 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RULES OF PROCEDURE FOR MEETINGS OF THE BOARD OF MAYOR AND  
ALDERMEN NOT SPECIFICALLY COVERED IN ROBERT’S RULES OF  
ORDER, NEWLY REVISED**

**INTRODUCTION**

The application of rules of parliamentary procedure enables the board of mayor and aldermen to provide appropriate regard for each member’s opinion and to arrive at the general will of the majority of the board. Generally, the rules of parliamentary procedure for business meetings of the board of mayor and aldermen are set out in Robert’s Rules of Order, Newly Revised. The following rules of procedure address some areas not fully covered by Robert’s Rules of Order, Newly Revised and provide a framework for conduct of board meetings. These rules of procedure take priority over any contrary rule or statement in Robert’s Rules of Order, Newly Revised. They should be reviewed at least annually for any changes, additions, or deletions deemed appropriate and necessary by the board.

**AGENDA PREPARATION AND PROCEDURE**

**A. Agenda for Regular or Special Called Business Meeting of the Board of Mayor and Aldermen**

The agenda for regular or special called business meetings will be prepared by the office of the city manager. The city manager will place items on the agenda, necessary for the conduct of the business of the city. Generally, an item will not be placed on a regular business agenda without having been first been reviewed in a work session. Exceptions to this general procedure include items of an emergency nature; when there is no work session held prior to the regular business meeting; when urgent circumstances warrant the inclusion of the item; or if the matter is routine and non-controversial in nature. However, whether an item is initially placed on a regular business meeting agenda is a decision of the city manager. Regular business meeting agendas will at a minimum include the following sections: items for consideration, consent agenda, public comment, and board member requests. It may include additional sections as deemed necessary. An agenda for a special called business meeting will include only those items set out in the call of the meeting.

A copy of the agenda and its accompanying material for a regular work session and business meeting will be delivered to the home address of each board member, or some other place in the city designated by the board member, on the Friday prior to the regularly scheduled business meeting. Agendas and accompanying material for special called meetings will be distributed to each board member, as soon as is reasonably possible after the call for the special meeting.

During the time at a regular business meeting agenda for board member requests, a board member may request an item be placed on a future business meeting for consideration by making a motion to place an item on an agenda for future consideration. If the motion is seconded and passed by a majority of the members voting, the item will be

placed on the next regular business meeting agenda, unless some other time is specified in the motion. The motion is debatable. The motion should pertain to an item requiring action by the board. Alternatively, if the matter does not appear to be controversial, the item may be added to a future business meeting agenda by unanimous consent. The member making the motion should ask for unanimous consent for the addition of the item to a future business meeting agenda. The mayor will ask if there is objection to the request, and if there is no objection, the item will be added to the next regular scheduled business meeting agenda, unless some other time is specified in the motion.

If the item contained in the motion pertains to an item for discussion or review by the board, it should be placed on a work session agenda as hereinafter set forth.

## **B. Agenda for Regular or Special Called Work Sessions of the Board of Mayor and Aldermen**

The office of the city manager will prepare an agenda for each work session, giving due regard to the estimated amount of time any item is expected to take at the work session. However, whether an item is placed on the work session agenda is the decision of the city manager. A member of the board may request that the city manager place an item on a work session agenda for a future meeting for discussion and consideration. The request should be in writing stating the purpose of the request. The regular work session agenda will include a section for a review of the regular business meeting items scheduled for consideration at the business meeting following the work session. The agenda for a special called work session will include only those items included in the call and will be prepared by the office of the city manager.

## **BOARD COMMUNICATIONS ON REGULAR BUSINESS MEETING AGENDAS**

During the business meeting, the discussion and comments of the board will pertain only to those items that appear on the agenda, except as hereinafter set forth.

The regular business meeting agenda will include a section for communications by board members. Any board member choosing to address the board during this section of the board meeting agenda will, when recognized by the mayor, be allowed to speak for up to five minutes. The purpose of this section is to allow members of the board to raise matters pertaining to city business, i.e. to make requests of the city manager and staff or to move that some item be placed on a future business meeting agenda for consideration. It may also be used to recognize some individual or organization that has done something to positively benefit the city. All other matters raised by a board member in this section of the agenda will be considered out of order, and the mayor may rule such member out of order, at which point the member will cease such comments.

## **COMMENTS BY MEMBERS OF THE PUBLIC**

In the past, the board has passed resolutions pertaining to comments by members of the public. To provide a vehicle for ongoing community participation and input, the substance of these resolutions has been incorporated herein.

#### ~~A. Regular Called Work Sessions~~

~~A member of the public, when recognized by the mayor, may address the board at a work session concerning the items on the work session agenda. Comments on agenda items will be received after each division of the agenda, and the comments should relate to those agenda items. A member of the public may speak for up to five minutes, when recognized. Speakers must address their comments to the board as a whole, rather than individual board members or staff. No member of the public may yield their time to any other member of the public.~~

#### ~~B. Regular Called Business Meetings~~

At each regular business meeting the first item on the community interest items portion of the agenda, following approval of the minutes and any public hearings, will be a time for public input. Such input **shall be for agenda items for consideration at that regular business meeting or other items that are civic in nature. will be limited to agenda items for consideration at that regular business meeting.** The **total** time devoted to public input will be up to a total of thirty minutes. ~~Members of the public, when recognized by the mayor, will be permitted to address comments to the board that are germane to items scheduled on the agenda for that regular business meeting.~~ The time allowed for comments for each individual addressing the board will be up to five minutes, provided there is time remaining within the overall thirty-minute time limit. No member of the public may yield their time to any other member of the public. Speakers must address the board from the designated podium and must address their comments to the board as a whole, rather than to individual members of the board or staff.

~~The last section of the regular called business meeting agenda will be entitled “Communication”, and there will be a subsection for public comment. Members of the public wishing to address the board may do so, when recognized by the mayor, and will have five minutes to make such comments. No member of the public will be permitted to yield their time to another member of the public. Speakers will address the board from the designated podium and must address their comments to the board as a whole, rather than to individual board members or staff.~~

~~A member of the public may not speak more than once during the public comment section at the beginning of a regular business meeting or the public comment section at the end of a regular business meeting, unless otherwise so requested by the board.~~

#### C. Public Hearings

Upon the opening of a public hearing, members of the public may, when recognized by the mayor, address the board from the designated podium for up to five minutes on the subject matter of the public hearing. Members of the public may not speak more than once during a public hearing, unless otherwise so requested by the board. No member of the public will be permitted to yield their time to another member of the public. Comments of speakers must pertain to the item which is the subject of the public hearing. Speakers must address their comments to the board as a whole, rather than to individual board members or staff.

### **DECORUM IN BOARD MEETINGS**

Members of the public are welcome to attend all meetings of the board of mayor and aldermen and will be admitted to the room where such meeting is held, up to the fire safety capacity of the room. When the board is in session all persons will observe order and decorum.

Members of the public addressing the board will give their name and address in an audible tone of voice for the record and sign the speakers' log, if provided.

Everyone attending the meeting will refrain from private conversations while the board is in session.

No one will interrupt the board proceedings or refuse to obey the orders of the mayor or comply with the rules of the board.

No one attending a meeting of the board will make personal, impertinent, profane or slanderous remarks or become boisterous and, when directed so by the mayor, may be removed from the meeting by the chief of police or other police official and barred from further attendance at the meeting during that session of the board, unless permission for continued attendance is granted by a majority of the board.

Unauthorized remarks from the audience, stamping of feet, whistling, yelling, clapping or similar demonstrations will not be permitted during board meetings. If necessary, the mayor may direct the chief of police or other police official to remove the offenders from the room, unless permission for continued attendance is granted by a majority of the board.

No banners, plaques, or signs will be permitted in the meeting room for a board meeting. Displays, visual aids, and exhibits used in conjunction with presentations to the board are permitted.

Members of the public and board members desiring to speak will do so at the appropriate time, upon recognition by the mayor, and will avoid all indecorous language or references to personalities. There may be disagreement, but members of the public and the board will be respectful of each other. All comments will be directed to the issues at hand and personal attacks will be avoided.



During debate, board members will confine their comments to the question under debate.

The mayor will preserve strict order and decorum at all meetings of the board, announce the board's decisions on all subjects, and decide all questions of order, subject to the provisions in Robert's Rules of Order, Newly Revised providing for appeal of such ruling by members of the board.

### **EXPECTATIONS OF BOARD MEMBERS AND CITY STAFF**

The board has decided that board members and staff should meet certain expectations before and during meetings. These include the following:

1. Board members and staff should commit to using and respecting Roberts Rules of Order, Newly Revised, these rules and parliamentary procedure;
2. Board members and staff should assist in preserving order and decorum during board meetings and should not interrupt or delay proceedings by conversation or otherwise or refuse to obey the order of the mayor or the rules of the board;
3. Board members and staff should individually prepare for meetings by reviewing the agenda of the meeting along with the accompanying documentation prior to the work session or a regular or special called business meeting;
4. Board members should direct questions to staff about agenda items prior to the meeting, if possible. Questions raised by members at the meeting should be phrased so that it is clear that the staff member has an opportunity to research the question to obtain an answer, if needed, and to specify the timeframe in which the answer is expected;
5. Board members and staff desiring to speak at a meeting must first be recognized by the mayor and will address the mayor and will confine the discussion to the question under debate or discussion, avoid personal discussion or comment on personalities, and refrain from personal attacks and verbal abuse;
6. Board members and staff should not interrupt or argue with any other member while such member has the floor.
7. Board members should make their expectations clear;
8. Board members and staff should be punctual to meetings and should advise the city manager, if possible, when they will be delayed or will not be attending a meeting;
9. Comments by board members and staff should be succinct and should be respectful of time without repeating points previously made in debate or discussion by the member during that meeting;

10. When communicating with committees, individuals, or groups, board members will not represent their individual views as being representative of the full board, unless they have been formally authorized to do so;

11. Individual board members will not release information to the media or to the public, when that information has been provided to them by the city attorney as part of a confidential attorney-client memorandum;

12. Board members should make themselves available to the public for communication, both to give and receive input from members of the public outside of board meetings, providing citizens with an opportunity to address issues with individual members of the board;

13. Board members and staff should respect the decision of the majority and refrain from introducing debate or discussion on issues already decided.

### **SUSPENSION OF THE RULES**

These rules, along with the Roberts' Rules of Order, Newly Revised, may be suspended upon the adoption of a motion to suspend the rules. The motion is in order whether or not there is business pending. The motion cannot suspend a rule or requirement of the city charter or ordinance. The motion must be seconded, is not debatable or amendable, and requires a majority of the members voting to pass. Alternatively, if the matter does not appear to be controversial the suspension of the rule can occur by unanimous consent. The member requesting the suspension of the rules should ask for unanimous consent for the suspension of the rule. The mayor will ask if there is objection to the request, and if there is no objection the rule will be suspended.



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving an Amendment to the Lease between the Chamber, the City of Kingsport, and Judge Robert Montgomery.**

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

Action Form No.: AF-253-2023  
Work Session: July 31, 2023  
First Reading: August 1, 2023  
Final Adoption: August 1, 2023  
Staff Work By: B. Rowlett  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
The Chamber of Commerce rents space from the City of Kingsport; and in turn sub-leases an office space to Hon. Robert H. Montgomery, Jr., Judge on the Criminal Court of Appeals. There is a current lease which does not expire until November 2024; however, the Chamber wishes to extend the term to November 2027, for utilization of the same space.

- Attachments:**
- 1. Resolution
  - 2. Current Lease
  - 3. Amendment to Lease

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CHAMBER FOUNDATION FOR UNIT 210 IN THE 400 CLINCHFIELD CONDOMINIUM ASSOCIATION BUILDING AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on July 1, 2014, by Resolution No.: 2015-016, the city approved a lease agreement with the Kingsport Chamber Foundation for unit 210 of the 400 Clinchfield Street Condominiums which was then subleased to the Hon. Robert H. Montgomery, Jr., of the Tennessee Criminal Court of Appeals for his Northeast Tennessee office; and

WHEREAS, said agreement is not set to expire until November 2024; however, it is the desire of the Chamber Foundation and Judge Montgomery to extend the term until November 2027; and

WHEREAS, all other terms and conditions of the agreement will remain the same.

Now therefore,

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

SECTION I. That the amendment to the lease agreement with the Kingsport Chamber Foundation for suite 210 of 400 Clinchfield Street is approved as well as the sublease of the space to the Honorable Robert H. Montgomery, Jr.

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 deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said amendment being generally as follows:

**FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement ("Amendment") is made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF KINGSFORT**, a Tennessee municipal corporation ("Lessor") and the **KINGSFORT CHAMBER FOUNDATION**, a Tennessee non-profit corporation ("Lessee").

**RECITALS**

WHEREAS, Lessor and Lessee entered into a Lease Agreement, dated February 9, 2015, ("Lease"), pursuant to which Lessee leased approximately 1,471 square foot office space having a street address of 400 Clinchfield Street, Suite 210, Kingsport, Tennessee ("Premises").

WHEREAS, Lessor and Lessee wish to amend the Lease to modify the term of the lease; and

WHEREAS, Lessor and Lessee wish to amend the Lease to include an option to renew the Lease.

NOW, therefore, intending to be legally bound hereby, the Parties agree:

1. Section 2 of the Lease is hereby deleted in its entirety and replaced as follows:

**SECTION 2. LEASE TERM.** The term of this lease shall begin on November 19, 2014, at noon and shall terminate on November 30, 2027, at noon, unless sooner terminated as herein approved.

2. Section 37 is added to the Lease as follows:

**SECTION 37. OPTION TO RENEW.** The Lease term may be extended for two (2) additional years at the same monthly amount, so long as Lessee provides written notice to Lessor at least six months prior to the November 30, 2027, expiration date.

3. All other provisions of the Lease not specifically amended herein shall remain in full force and effect. IN WITNESS WHEREOF, the Lessor and Lessee hereto have executed this amendment as of the date and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“Amendment”) is made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF KINGSPORT**, a Tennessee municipal corporation (“Lessor”) and the **KINGSPORT CHAMBER FOUNDATION**, a Tennessee non-profit corporation (“Lessee”).

### RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement, dated February 9, 2015, (“Lease”), pursuant to which Lessee leased approximately 1,471 square foot office space having a street address of 400 Clinchfield Street, Suite 210, Kingsport, Tennessee (“Premises”).

WHEREAS, Lessor and Lessee wish to amend the Lease to modify the term of the lease; and

WHEREAS, Lessor and Lessee wish to amend the Lease to include an option to renew the Lease.

NOW, therefore, intending to be legally bound hereby, the Parties agree:

1. Section 2 of the Lease is hereby deleted in its entirety and replaced as follows:

**SECTION 2. LEASE TERM.** The term of this lease shall begin on November 19, 2014, at noon and shall terminate on November 30, 2027, at noon, unless sooner terminated as herein approved.

2. Section 37 is added to the Lease as follows:

**SECTION 37. OPTION TO RENEW.** The Lease term may be extended for two (2) additional years at the same monthly amount, so long as Lessee provides written notice to Lessor at least six months prior to the November 30, 2027, expiration date.

3. All other provisions of the Lease not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee hereto have executed this amendment as of the date and year first written above.

[SIGNATURES ON THE NEXT PAGE]

**Kingsport Chamber Foundation**

**City of Kingsport, Tennessee**

\_\_\_\_\_  
**Miles A. Burdine, Secretary**

\_\_\_\_\_  
**Patrick W. Shull, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

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

**Attest:**

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

**Approved as to form:**

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



STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, the within-named bargainer, **PATRICK W. SHULL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal at this office this, the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, the within-named bargainer, **MILES A. BURDINE**, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of the Kingsport Chamber of Commerce Foundation, and that he, as the Secretary, executed the foregoing instrument for the purposes therein contained, by signing his name as Secretary.

WITNESS my hand and official seal at this office this, the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Resolution Supporting Applications for Two Competitive State Water Infrastructure Grants through the Tennessee Department of Environment and Conservation**

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

Action Form No.: AF-262-2023  
 Work Session: July 31, 2023  
 First Reading: N/A  
 Final Adoption: August 1, 2023  
 Staff Work By: Niki Ensor  
 Presentation By: Ryan McReynolds

**Recommendation:**  
 Approve the Resolution

**Executive Summary:**  
The utilities department is coordinating with the First Tennessee Development District on applications for competitive grant funding through the State Water Infrastructure Grants program. If awarded city will work with the North Greene Utilities District on a project and with the First Utility District of Hawkins County on a separate project. The State of Tennessee dedicated \$200 million of its share of American Rescue Plan (ARP) funds to water, wastewater and stormwater infrastructure projects in the form of competitive grants. If selected, the grant includes a 5% co-funding requirement based on the City's Ability to Pay Index.

Project selection was based on TDEC's goal to provide safe, reliable water services to all Tennesseans through collaborative approaches to infrastructure challenges.

- North Greene Utilities Grant - Includes grant request up to \$15,000,000 to design and construct necessary infrastructure to connect the Kingsport's water system to North Greene Utilities to supplement their additional water needs.
- First Utility District of Hawkins County Grant – Includes a \$250,000 request to evaluate the necessary infrastructure to connect to First Utility District of Hawkins to provide water during an emergency.

- Attachments:**
1. Resolution
  2. Letters of Support
  3. Location Map

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LETTERS OF SUPPORT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER FOR THE APPLICATIONS FOR TWO STATE WATER INFRASTRUCTURE GRANTS FROM THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION

WHEREAS, the city, through the Utilities Department, is coordinating with the First Tennessee Development District for two state water infrastructure grants through the State of Tennessee, Tennessee Department of Environment and Conservation, which will provide funds and safe and reliable water services; and

WHEREAS, if awarded city will partner with the North Greene Utilities District on a project and with the First Utility District of Hawkins County on a separate project; and

WHEREAS, the North Greene Utilities Grant includes a request of up to \$15,000,000.00 to design and construct necessary infrastructure to connect the Kingsport Water System to supplement their additional water needs; and

WHEREAS, the First Utility District of Hawkins County Grant includes a request of up to \$250,000.00 to evaluate the necessary infrastructure to connect to the Kingsport Water System to provide water during an emergency; and

WHEREAS, if selected, each grant includes a five percent (5%) co-funding requirement.

Now therefore,

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

SECTION I. That the mayor is authorized to execute letters of support and any other documents necessary and proper for the applications for two state water infrastructure grants for the North Greene Utilities District project and the First Utility District of Hawkins County project.

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 1st day of August, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY



August 1, 2023

TDEC ARP Staff  
Division of Water Resources  
William R. Snodgrass Building, 12th Floor  
312 Rosa Parks Blvd.  
Nashville, TN 37243

To Whom It May Concern:

The City of Kingsport is pleased to apply for TDEC ARP Competitive Grant funds in the Regionalization Category for Planning, Design, and Construction. The project is to connect the City of Kingsport water system to North Greene Utilities to address their additional water needs.

Thank you for your consideration of this application.

Sincerely,

Pat Shull  
Mayor

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



August 1, 2023

Mr. Jeremy Jones  
General Manager  
First Utility District of Hawkins County  
523 W. Main Blvd.  
Church Hill, TN 37642

Dear Mr. Jones:

The City of Kingsport is pleased to partner with the First Utility District of Hawkins County to complete an evaluation study to consider the improvements needed for the First Utility District to connect to the City of Kingsport water system. The study will determine which water lines need to be upgraded so that the two systems are interconnected and can transfer high volumes of water between each other.

The City of Kingsport looks forward to the opportunity to work with the First Utility District.

Sincerely,

Pat Shull  
Mayor

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



**ARP Competitive Grant Projects**  
Water Interconnections with First UD and N. Greene UD,

Interconnect with First UD - Hawkins Co  
Flow and Infrastructure - TBD

End of Kingsport 8" Water Main

First Utility District - Hawkins County

Interconnect with N. Greene UD

End of Kingsport 8" Line

Approximately 9,500 feet  
of new 6" line on Van Hill  
Rd to Greene County line.

Beech Creek Road

New 8" line from Ben Hill Rd. to Van Hill Rd.  
Approximately 37,000 feet  
Pump and Tank may be required.

Start of Van Hill Road

Connection to N. Greene  
UD - TBD

Greene Co Line

