



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

**Tuesday, October 17, 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**

1. New Vision Youth

### **III. INVOCATION**

### **IV. ROLL CALL**

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

1. Proclamation - Domestic Violence Awareness Month (Vice Mayor George)

### **VI. APPOINTMENTS**

## **VII. APPROVAL OF MINUTES**

- [1.](#) October 2, 2023 - Work Session
- [2.](#) October 2, 2023 - Called Business Meeting
- [3.](#) October 3, 2023 - Business Meeting

## **VIII. PUBLIC HEARINGS**

- [1.](#) Consideration of an Ordinance to Amend Zoning of Tax Map 022, Parcel 036.01 Located Along West Stone Drive from the B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District (AF-318-2023) (Jessica McMurray)

## **COMMENT**

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

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

- [1.](#) Consideration of a Budget Ordinance to Appropriate \$14,250 from the USDOJ/Office of Justice Programs, FY '23 Bulletproof Vest Partnership Funding (AF-319-2023) (Chief Phipps)
- [2.](#) Consideration of a Budget Ordinance to Appropriate \$200,000 from the Tennessee Law Enforcement Hiring, Training and Recruitment Grant Program for FY '24 (AF-321-2023) (Chief Dale Phipps)
- [3.](#) Consideration of a Budget Ordinance to Appropriate \$28,103 from the Department of Justice, Office of Justice Program's FY '23 Edward Byrne Memorial Justice Assistance Grant Program (AF-313-2023) (Chief Dale Phipps)
- [4.](#) Consideration of an Ordinance to Amend the FY 2024 School Special Project Fund Budget (AF-326-2023) (David Frye)
- [5.](#) Consideration of an Ordinance to Amend the FY 2024 General Purpose School Fund and the General Project Funds Budgets (AF-325-2023) (David Frye)

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

- 1.** Consideration of an Ordinance to Amend Zoning for the Jan Way Annexation (AF-309-2023) (Ken Weems)
- 2.** Consideration of an Ordinance to Appropriate Funds for the Tennessee Commission on Aging Grant (AF-303-2023) (Michael Borders)
- 3.** Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-302-2023) (John Morris)

## **XI. OTHER BUSINESS**

- 1.** Consideration of a Resolution to Purchase Two (2) 2025 Freightliner M2+ (Knuckleboom Yard Waste Trucks) from Sourcewell Contract # 040621-PII (AF-322-2023) (Ryan McReynolds)
- 2.** Consideration of a Resolution to Purchase Three (3) 2024 Nissan Frontier Crew Cabs 2WD from TN State Contract # 80358 (AF-323-2023) (Ryan McReynolds)
- 3.** Consideration of a Resolution to Enter into a Sponsorship Agreement with the Bays Mountain Park Association on Behalf of the Kingsport Community Foundation for Naming Rights for the "Red Fox Habitat Sponsored by the Kingsport Community Foundation" (AF-144-2023) (Michael T. Borders)
- 4.** Consideration of a Resolution to Enter into an Agreement with Collective Architecture Company for Otter Habitat Design (AF-329-2023) (Michael T. Borders)
- 5.** Consideration of a Resolution to Enter into an Agreement with TDOT and Sign All Applicable Documents for State Route 93 - Derby Drive Waterline Relocation (AF-288-2023) (Ryan McReynolds)
- 6.** Consideration of a Resolution Approving an Amendment to the Charter of the Industrial Development Board of the City of Kingsport, Tennessee (AF-316-2023) (Chris McCartt)
- 7.** Consideration of a Resolution Declaring Property Surplus and Conveying said Property to KHRA (AF-317-2023) (Chris McCartt)
- 8.** Consideration of a Resolution to Amend the Agreement with Cain Rash West (CRW) for the Justice Center Renovation Project Authorizing the Mayor to Sign All Applicable Documents (AF-320-2023) (Ryan McReynolds)

9. Consideration of a Resolution to Purchase the “Divine Wind” Sculpture (AF-324-2023) (Michael Borders)

## **XII. CONSENT AGENDA**

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

1. Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives (AF-314-2023) (Michael Borders)
2. Consideration of a Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives for Services via the Holston River Regional Library (AF-315-2023) (Michael Borders)
3. Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Teacher Laptops from Dell Marketing LP (AF-312-2023) (David Frye)
4. Consideration of a Resolution to Approve a Right-of-Way Easement with Kingsport Power Company (AF-330-2023) (Michael Thompson)

## **XIII. COMMUNICATIONS**

1. City Manager
2. Mayor and Board Members

## **XIV. ADJOURN**





## BOARD OF MAYOR AND ALDERMEN WORK SESSION MINUTES

Monday, October 02, 2023 at 4:30 PM

City Hall, 415 Broad Street, Montgomery - Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman

- I. **CALL TO ORDER** 4:33 pm by Mayor Shull.
- II. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent Alderman James Phillips
- III. **DISCUSSION ITEMS**

1. **KEDB / NETWORKS Update** - Craig Denison, Clay Walker

Clay Walker provided information on NETWORKS and some recent developments with their organization. Crag Denison highlighted ongoing projects of KEDB. There was some discussion as they answered questions from the board.

2. **State Rte. 93 / State Rte. 1 Corridor Study** - Ryan McReynolds, Lesley Phillips, CDM Smith

Deputy City Manager McReynolds provided some background on this project, pointing out the boundaries of the study area on John B. Dennis Highway and East Stone Drive. MTPO Coordinator Lesley Phillips provided further information, noting this study is a planning level document regarding traffic flow. She noted the results indicated some long term projects that could potentially take several years for implementation and would require cooperation with TDOT. She stated the item before the board tomorrow night is to endorse and implement the plan to the best of the City's ability.

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

**Monday, October 2, 2023 at 4:30 PM**

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

Melody Butler with CDM Smith then gave details on the study itself and what was learned from the public surveys and community meetings. She noted they also looked at volume of traffic and crash history. Ms. Butler then talked about prioritizing recommendations and implementation. She pointed out this was planning level recommendations and would need to be designed by another source to move forward. She also mentioned TDOT has been involved in this process and has seen all the recommendations and given verbal approval. She also confirmed if the plan is approved then TDOT would take care of the painting recommendations when they repave those sections of roadway. There was some discussion.

**IV. REVIEW OF BUSINESS MEETING AGENDA**

City staff gave a summary for each item on the October 3, 2023 proposed agenda. The following items were discussed at greater length or received specific questions of concerns.

**XI.7 Consideration of a Resolution to Award the Bid for the Buck Van Huss Dome Renovation and Associated Work at Dobyys-Bennett High School to Preston Construction Company (AF-305-2023)** Mr. McReynolds provided information on this item noting how well the architect has been to work with. Kingsport City Schools Chief Finance Officer David Frye provided more details on the project, noting it will be an outstanding facility that the public will be able to use for the next 50-75 years. He discussed the improved safety measures and access for the public in regard to the school building as well as ADA features. Mr. Frye stated the projected opening is March of 2025. Some discussion ensued.

**V. ITEMS OF INTEREST**

**1. Projects Status Report**

**2. Sales Tax Report**

**VI. ADJOURN**

Seeing no other matters presented for discussion, Mayor Shull adjourned the meeting at 5:48 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## CALLED BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Monday, October 02, 2023 at 4:30 PM  
City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman

### 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** 4:30 pm by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG**
- III. **INVOCATION** led by Alderman Duncan.
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent: Alderman James Phillips.

### **COMMENT**

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

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

1. **Consideration of an Ordinance to Amend the FY 2024 the General Project Fund Budget (AF-306-2023) (David Frye)**

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

**Monday, October 2, 2023 at 4:30 PM**

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

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

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

Passed: All present voting "aye."

**VI. COMMUNICATIONS**

1. **City Manager.** None.
2. **Mayor and Board Members.** None.

**VII. ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 4:33 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, October 03, 2023 at 7:00 PM

City Hall, 415 Broad Street, Montgomery-Watterson Boardroom

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### Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery  
Alderman Tommy Olterman

### City Administration

Ryan McReynolds, Deputy City Manager  
Bart Rowlett, City Attorney

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

- I. **CALL TO ORDER** 7:00 p.m. by Mayor Shull.
- II. **PLEDGE OF ALLEGIANCE TO THE FLAG** led by Ken Weems.
- III. **INVOCATION** led by Alderman Cooper
- IV. **ROLL CALL** by City Recorder/Treasurer Lisa Winkle. Absent Alderman James Phillips.
- V. **RECOGNITIONS AND PRESENTATIONS** None.
- 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. **Appointments to the Employee Dependent Scholarship Program (AF-308-2023)** (Mayor Shull)  
REAPPOINTMENT OF LAURA FEAGINS AND APPOINTMENTS OF STEPHANIE BARHAM AND GREG PERDUE TO SERVE A THREE-YEAR TERM ON THE EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM EFFECTIVE IMMEDIATELY AND EXPIRING ON AUGUST 1, 2026

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

**Tuesday, October 3, 2023 at 7:00 PM**

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

**2. Appointment to the Beverage Board (AF-307-2023) (Mayor Shull)**

APPOINTMENT OF JASON SANDERS TO SERVE A THREE-YEAR TERM ON THE BEVERAGE BOARD EFFECTIVE NOVEMBER 1, 2023 AND EXPIRING ON OCTOBER 31, 2026.

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

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

Passed: All present voting "aye."

- 1. September 18, 2023 - Work Session**
- 2. September 19, 2023 - Business Meeting**

**VIII. PUBLIC HEARINGS**

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

Motion made by Alderman Olterman, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-080** A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE JAN WAY ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting "aye."

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

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

Passed: All present voting "aye."

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

**Tuesday, October 3, 2023 at 7:00 PM**

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

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

**RESOLUTION NO. 2024-080** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE JAN WAY ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

**COMMENT**

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

**IX. BUSINESS MATTERS REQUIRING FIRST READING**

- 1. Consideration of a Resolution to Approve the Tennessee Commission on Aging Grant and Appropriate the Funds (AF-303-2023) (Michael Borders)**

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

**RESOLUTION NO. 2024-082** A RESOLUTION ACCEPTING GRANT FUNDS FROM THE TENNESSEE COMMISSION ON AGING AND DISABILITY FOR THE KINGPORT SENIOR CENTER AND THE KINGSPORT SENIOR CENTER AT LYNN VIEW COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT CONTRACTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

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

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."

- 2. Consideration of a Budget Adjustment Ordinance for Various Funds in FY24 (AF-302-2023) (John Morris)**

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

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

Passed: All present voting "aye."

BOARD OF MAYOR AND ALDERMEN BUSINESS MEETING MINUTES

Tuesday, October 3, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

X. BUSINESS MATTERS REQUIRING FINAL ADOPTION

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

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

**ORDINANCE NO 7109** AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, WATER PROJECT FUND, AND SEWER PROJECT FUND BUDGETS BY APPROPRIATING GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES 2023; FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion made by Alderman Montgomery, Seconded by Alderman Cooper.

**ORDINANCE NO 7110** AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG TRI-CITIES CROSSING FROM THE A-1, AGRICULTURAL DISTRICT TO THE B-4P, PLANNED BUSINESS DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Alderman Cooper, Alderman Montgomery, Alderman Olterman, Alderman Phillips, and Mayor Shull voting “aye” and Vice Mayor George abstaining.

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

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**ORDINANCE NO 7111** AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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



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

Tuesday, October 3, 2023 at 7:00 PM

Kingsport City Hall, 415 Broad Street, Boardroom

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

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

**ORDINANCE NO 7112** AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO) FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion made by Alderman Duncan, Seconded by Alderman Cooper.

**ORDINANCE NO 7113** AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

**ORDINANCE NO 7114** AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**XI. OTHER BUSINESS**

1. **Consideration of a Resolution to Award the Bid to Horizon Underground, LLC for the Lakecrest Drive Waterline Replacement Project and Authorize the Mayor to Sign all Applicable Documents (AF-300-2023)** (N. Ensor/R. McReynolds)

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

**Tuesday, October 3, 2023 at 7:00 PM**

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

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

**RESOLUTION NO. 2024-083** A RESOLUTION AWARDING THE BID FOR THE LAKECREST DRIVE WATERLINE REPLACEMENT PROJECT TO HORIZON UNDERGROUND, LLC AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 2. Consideration of a Resolution Awarding Bid for Construction of Water Treatment Plant (WTP) High Service Pump Station Upgrade to J. Cumby Construction and Authorize the Mayor to Sign All Applicable Documents (AF-304-2023) (Ryan McReynolds)**

Motion made by Alderman Olterman, Seconded by Alderman Cooper.

**RESOLUTION NO. 2024-084** A RESOLUTION AWARDING THE BID FOR THE WATER TREATMENT PLANT HIGH SERVICE PUMP STATION UPGRADE TO J. CUMBY CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

- 3. Consideration of a Resolution Endorsing the State Route 93 and State Route 1 Corridor Study Final Report and Recommendations (AF-260-2023) (Ryan McReynolds)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-085** A RESOLUTION TO ENDORSE THE STATE ROUTE 93 AND STATE ROUTE 1 CORRIDOR STUDY FINAL REPORT AND RECOMMENDATIONS IN COMPLIANCE WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION URBAN TRANSPORTATION PLANNING GRANT

Passed: All present voting "aye."

- 4. Consideration of a Resolution to Accept a Donation from Eastman Chemical Company (AF-301-2023) (Scott Boyd)**

Motion made by Alderman Duncan, Seconded by Alderman Montgomery.

**RESOLUTION NO. 2024-086** A RESOLUTION ACCEPTING A DONATION OF EQUIPMENT FROM EASTMAN CHEMICAL COMPANY FOR USE BY THE KINGSFORT FIRE DEPARTMENT

Passed: All present voting "aye."

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

**Tuesday, October 3, 2023 at 7:00 PM**

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

- 5. Approve Issuance of Certificate of Compliance for a Retail Food Store to Sell Wine (AF-310-2023) (Angie Marshall)**

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

Passed: All present voting "aye."

- 6. Consideration of a Resolution Approving a Settlement Agreement and Mutual Release with C & C Restoration, Inc. and Authorizing the Mayor to Execute the Same (AF-311-2023) (Bart Rowlett)**

Motion made by Alderman Duncan, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-087** A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH C & C RESTORATION, INC AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting "aye."

- 7. Consideration of a Resolution to Award the Bid for the Buck Van Huss Dome Renovation and Associated Work at Dobyys-Bennett High School to Preston Construction Company (AF-305-2023) (David Frye)**

Motion made by Alderman Montgomery, Seconded by Alderman Olterman.

**RESOLUTION NO. 2024-088** A RESOLUTION AWARDING THE BID FOR THE BUCK VAN HUSS DOME RENOVATION AND ASSOCIATED WORK AT DOBYNS-BENNETT HIGH SCHOOL PROJECT TO PRESTON CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**XII. CONSENT AGENDA** None.

**XIII. COMMUNICATIONS**

- 1. City Manager**

Deputy City Manager Ryan McReynolds said he appreciated the board's patience with him during the meeting tonight in Chris's absence. He also recognized and congratulated Harris Darby for receiving his professional engineering license.

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

**Tuesday, October 3, 2023 at 7:00 PM**

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

**2. Mayor and Board Members**

Alderman Montgomery recognized the recent spirit of donations and thanked those who gave. He also talked about a new program for KOSBE as well as their upcoming awards. Alderman Olterman commented on the DB Indians, stating he hopes they can get back on track after a few rough weeks. Alderman Duncan mentioned there would be a special viewing of the solar eclipse at the library on October 14. He also noted Folkfest would be this Saturday and makes downtown come alive. He stated KKB has a cleanup scheduled this Saturday and commented on their recent activities, noting there would be a workday at Kennedy Elementary on October 14. Lastly, he talked about the value of the Connect Kingsport app and encouraged citizens to check it out. Alderman Cooper commented on the upcoming Bluegrass and BBQ event at the Farmers Market for Friends in Need, noting it is their biggest fundraiser. She indicated Kingsport's Downtown was one of four regional downtowns recently featured highlighting local small businesses before the Black Friday shopping holiday. She also mentioned upcoming events pointing out this Thursday is the Hop and Shop as well as the Wine and Whiskey Social on Saturday. Alderman Cooper also provided details on the pre-sale for Christmas trees in the park. She stated they are going fast, saying this is a great fundraiser for downtown Kingsport. Lastly, she mentioned the Trick or Treat on the Street is also coming up on the last Saturday of the month, noting there would be food trucks, music and even a dog costume contest. Vice Mayor George reminded everyone there would be some nice announcements coming up next week regarding the Mall on October 10 and the Brickyard ribbon cutting on October 11. Mayor Shull mentioned the Open House in the Archives at City Hall next week followed by a presentation by Jeff Fleming at 5:30 about Kingsport. He invited citizens to attend the State of the City address on October 19 at Meadowview and how to make reservations at the Chamber.

**XIV.ADJOURN**

Seeing no other business for consideration, Mayor Shull adjourned the meeting at 7:45 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Zoning of Tax Map 022, Parcel 036.01 Located Along West Stone Drive from the B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District.**

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

Action Form No.: AF-318-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: November 7, 2023  
Staff Work By: Jessica McMurray  
Presentation By: Jessica McMurray

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone and Tax Map 022, parcel 036.01 located along West Stone Drive from the B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 13.89 acres located along West Stone Drive from the B-3 zone to the R-4 zone. The purpose of the rezoning is to facilitate future multi-family development (274 units). No public comment on the item was received from visitors during the Planning Commission meeting. During their September 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 October 3, 2023.

**Attachments:**

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

	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 WEST STONE DRIVE FROM THE B-3, HIGHWAY ORIENTED BUSINESS DISTRICT TO THE R-4, MEDIUM DENSITY APARTMENT DISTRICT IN THE 1ST CIVIL DISTRICT OF HAWKINS COUNTY AND WITHIN THE CORPORATE LIMITS OF THE CITY OF KINGSPORT; 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 West Stone Drive from the B-3, Highway Oriented Business District to the R-4, Medium Density Apartment District in the 1<sup>st</sup> Civil District of Hawkins County and Within the Corporate Limits of the City of Kingsport; said area to be rezoned being further and more particularly described as follows:

Tract:

BEGINNING AT A NEW MAG NAIL IN THE NORTHWEST RIGHT OF WAY OF WEST STONE DRIVE (HIGHWAY 11 US) SAID MAG NAIL BEING THE SOUTHWEST CORNER OF PROPERTY OF ABICO EAST, LLC (DEED BOOK 1115, PAGE 478); THENCE WITH THE NORTHWEST RIGHT OF WAY OF WEST STONE DRIVE SOUTH 73 DEG. 07 MIN. 30 SEC. WEST 54.53 FEET TO A MAG NAIL (NEW) IN THE CURB; THENCE WITH A CURVE TO THE LEFT WITH A CHORD CALL NORTH 28 DEG. 02 MIN. 10 SEC. EAST A CHORD DISTANCE OF 28.28 FEET (R=20.00'; L 31.41') TO AN IRON ROD (CAP); THENCE NORTH 16 DEG. 55 MIN. 47 SEC. WEST 180.42. FEET TO AN OLD IRON ROD; THENCE SOUTH 73 DEG. 00 MIN. 35 SEC. WEST 185.17 FEET TO AN IRON ROD (NEW); THENCE NORTH 16 DEG. 58 MIN. 53 SEC. WEST 165.75 FEET WITH THE DIVISION OF HUMPHREYS PROPERTY (MAP CABINET 3, ENVELOPE 959A); THENCE SOUTH 72 DEG. 57 MIN. 54 SEC. WEST 513.84 FEET TO A 5;8 INCH IRON ROD (OLD); THENCE NORTH 14 DEG. 16 MIN. 04 SEC. WEST 463.51 FEET ALONG THE LINE OF WESTRIDGE ESTATES, BLOCK 1, PLAT BOOK 1, PAGE 402, TO A 4"X 4" OLD CONCRETE MONUMENT; THENCE WITH THE LINE OF ALLANDALE FALLS 1000, LLC (DEED BOOK 1295, PAGE 137) NORTH 77 DEG. 39 MIN. 02 SEC. EAST 1,177.32 FEET TO A 1/2 INCH IRON ROD (OLD) BENT IN CONCRETE; THENCE WITH THE LINE OF UNIVERSITY SQUARE (DEED BOOK 280, PAGE 505) SOUTH 16 DEG. 59 MIN. 00 SEC. EAST, 518.22 FEET TO AN OLD NAIL; THENCE SOUTH 73 DEG. 01 MIN. 31 SEC. WEST 462.00 FEET

TO AN OLD NAIL BEING THE NORTHWEST CORNER OF ARBICO EAST, LLC (DEED BOOK 1115, PAGE 478); THENCE WITH THE CENTERLINE OF A 69 FOOT ACCESS ROAD SOUTH 16 DEG. 57 MIN. 48 SEC. EAST 215.50 FEET TO A MAG NAIL (NEW), THE PLACE OF BEGINNING AND BEING 13.894 ACRES MORE OR LESS ACCORDING TO THE SURVEY DATED APRIL 9, 2021 BY MATTHEW STRICKLER, SURVEYOR, RLS TN NO. 2950, ALLEY & ASSOCIATES, INC. 243 E. MARKET ST., KINGSPORT, TENNESSEE BEARING FILE NO. 21-12196.

BEING THE SAME PROPERTY CONVEYED TO BJ HOLDINGS, LLC, BY WARRANTY DEED FROM BARBARA JANE BROWN HUMPHREYS DATED JUNE 4, 2010 OF RECORD IN DEED BOOK 992, PAGE 473 IN THE REGISTER'S OFFICE FOR HAWKINS COUNTY, TENNESSEE.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on October 17, 2023 to consider the rezoning of Tax Map 022, parcel 036.01 from the B-3 zoning district to the R-4 zoning district. The regular business meeting will begin at 7:00 p.m. in the Montgomery-Watterson Boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Tract:

BEGINNING AT A NEW MAG NAIL IN THE NORTHWEST RIGHT OF WAY OF WEST STONE DRIVE (HIGHWAY 11 US) SAID MAG NAIL BEING THE SOUTHWEST CORNER OF PROPERTY OF ABICO EAST, LLC (DEED BOOK 1115, PAGE 478); THENCE WITH THE NORTHWEST RIGHT OF WAY OF WEST STONE DRIVE SOUTH 73 DEG. 07 MIN. 30 SEC. WEST 54.53 FEET TO A MAG NAIL (NEW) IN THE CURB; THENCE WITH A CURVE TO THE LEFT WITH A CHORD CALL NORTH 28 DEG. 02 MIN. 10 SEC. EAST A CHORD DISTANCE OF 28.28 FEET (R=20.00'; L 31.41') TO AN IRON ROD (CAP); THENCE NORTH 16 DEG. 55 MIN. 47 SEC. WEST 180.42. FEET TO AN OLD IRON ROD; THENCE SOUTH 73 DEG. 00 MIN. 35 SEC. WEST 185.17 FEET TO AN IRON ROD (NEW); THENCE NORTH 16 DEG. 58 MIN. 53 SEC. WEST 165.75 FEET WITH THE DIVISION OF HUMPHREYS PROPERTY (MAP CABINET 3, ENVELOPE 959A); THENCE SOUTH 72 DEG. 57 MIN. 54 SEC. WEST 513.84 FEET TO A 5;8 INCH IRON ROD (OLD); THENCE NORTH 14 DEG. 16 MIN. 04 SEC. WEST 463.51 FEET ALONG THE LINE OF WESTRIDGE ESTATES, BLOCK 1, PLAT BOOK 1, PAGE 402, TO A 4"X 4" OLD CONCRETE MONUMENT; THENCE WITH THE LINE OF ALLANDALE FALLS 1000, LLC (DEED BOOK 1295, PAGE 137) NORTH 77 DEG. 39 MIN. 02 SEC. EAST 1,177.32 FEET TO A 1/2 INCH IRON ROD (OLD) BENT IN CONCRETE; THENCE WITH THE LINE OF UNIVERSITY SQUARE (DEED BOOK 280, PAGE 505) SOUTH 16 DEG. 59 MIN. 00 SEC. EAST, 518.22 FEET TO AN OLD NAIL; THENCE SOUTH 73 DEG. 01 MIN. 31 SEC. WEST 462.00 FEET TO AN OLD NAIL BEING THE NORTHWEST CORNER OF ARBICO EAST, LLC (DEED BOOK 1115, PAGE 478); THENCE WITH THE CENTERLINE OF A 69 FOOT ACCESS ROAD SOUTH 16 DEG. 57 MIN. 48 SEC. EAST 215.50 FEET TO A MAG NAIL (NEW), THE PLACE OF BEGINNING AND BEING 13.894 ACRES MORE OR LESS ACCORDING TO THE SURVEY DATED APRIL 9, 2021 BY MATTHEW STRICKLER, SURVEYOR, RLS TN NO. 2950, ALLEY & ASSOCIATES, INC. 243 E. MARKET ST., KINGSFORT, TENNESSEE BEARING FILE NO. 21-12196.

BEING THE SAME PROPERTY CONVEYED TO BJ HOLDINGS, LLC, BY WARRANTY DEED FROM BARBARA JANE BROWN HUMPHREYS DATED JUNE 4, 2010 OF RECORD IN DEED BOOK 992, PAGE 473 IN THE REGISTER'S OFFICE FOR HAWKINS COUNTY, TENNESSEE.

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

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





CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 10/03/2023

West Stone Drive Rezoning

<b>Property Information</b>			
<b>Address</b>		TBD West Stone Drive	
<b>Tax Map, Group, Parcel</b>		Tax Map 022 Parcel 036.01	
<b>Civil District</b>		07	
<b>Overlay District</b>		n/a	
<b>Land Use Designation</b>		Retail/Commercial	
<b>Acres</b>		13.89 acres +/-	
<b>Existing Use</b>	Vacant land	<b>Existing Zoning</b>	B-3
<b>Proposed Use</b>	Multi-Family	<b>Proposed Zoning</b>	R-4
<b>Owner /Applicant Information</b>			
<b>Name:</b> TM3 Properties, LLC <b>Address:</b> PO Box 10667 <b>City:</b> Knoxville <b>State:</b> TN <b>Zip Code:</b> 37939 <b>Email:</b> todd@mwdev.com <b>Phone Number:</b> (865)292-5692		<b>Intent:</b> <i>To rezone from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District) to accommodate future multi-family development.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>The zoning change is compatible with surrounding multi-family zoning.</i></li> <li>• <i>The zoning change will appropriately match the proposed use.</i></li> </ul> <p><b>Staff Field Notes and General Comments:</b></p> <ul style="list-style-type: none"> <li>• <i>The rezoning site is currently vacant.</i></li> <li>• <i>The number of proposed units is 274.</i></li> <li>• <i>Water and sewer available at the rezoning site.</i></li> </ul>			
<b>Planner:</b>	Jessica McMurray	<b>Date:</b>	September 11, 2023
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>September 21, 2023</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

<b>ADDRESS</b>	Parcel 036.01
<b>DISTRICT</b>	07
<b>OVERLAY DISTRICT</b>	n/a
<b>EXISTING ZONING</b>	B-3 (Highway Oriented Business District)
<b>PROPOSED ZONING</b>	R-4 (Medium Density Apartment District)
<b>ACRES</b>	13.89 +/-
<b>EXISTING USE</b>	vacant land
<b>PROPOSED USE</b>	multi-family development

**PETITIONER**

**ADDRESS** PO Box 10667, Knoxville, TN 37939

**REPRESENTATIVE**

**PHONE** (865) 292-5692

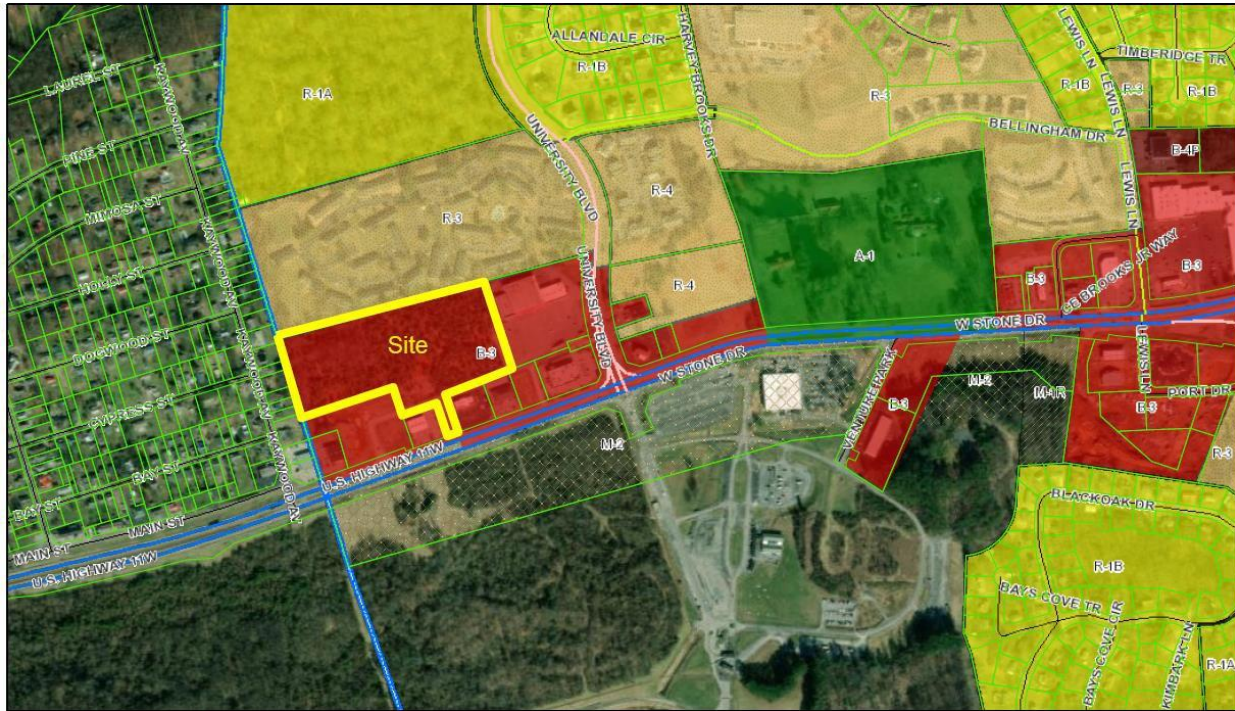
**INTENT**

*To rezone from B-3 (Highway Oriented Business District) to R-4 (Medium Density Apartment District) to accommodate future multi-family development.*

Vicinity Map

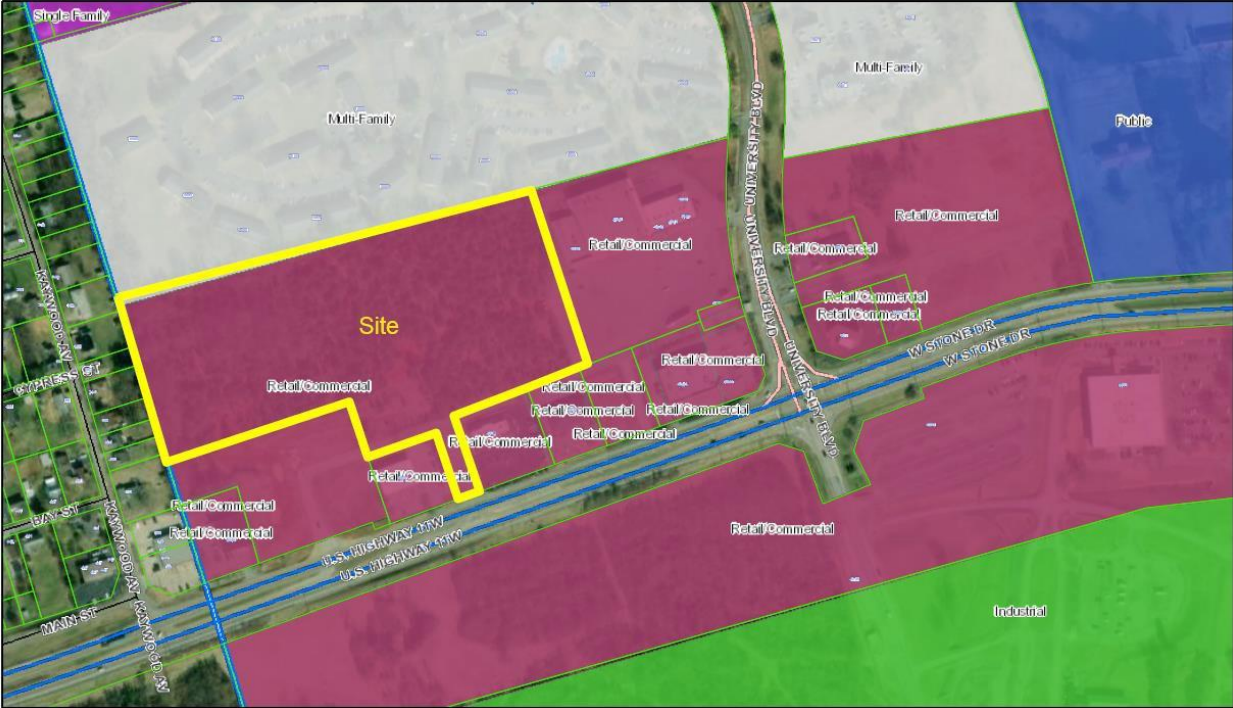


Surrounding City Zoning Map





Future Land Use Plan 2030



Aerial





View from W. Stone Dr (South)





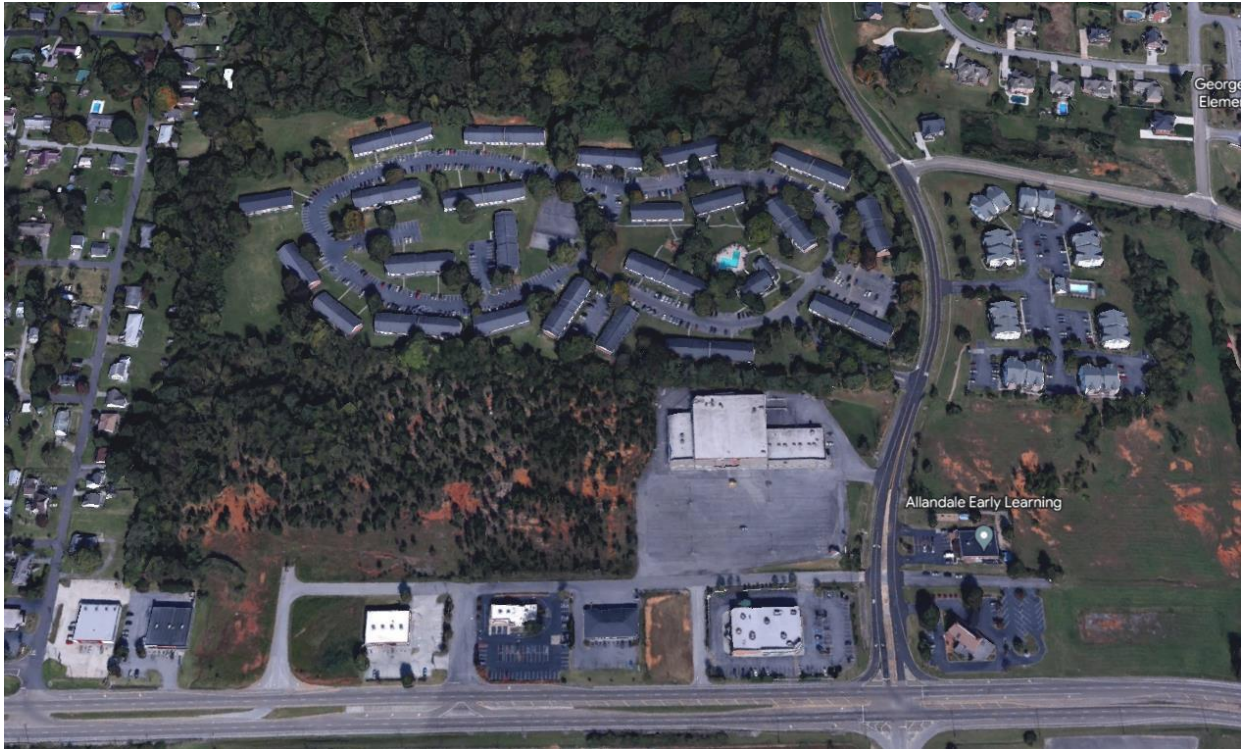
View Front Facing W. Stone Dr (South)



View from Shopping Center Parking Lot (East)

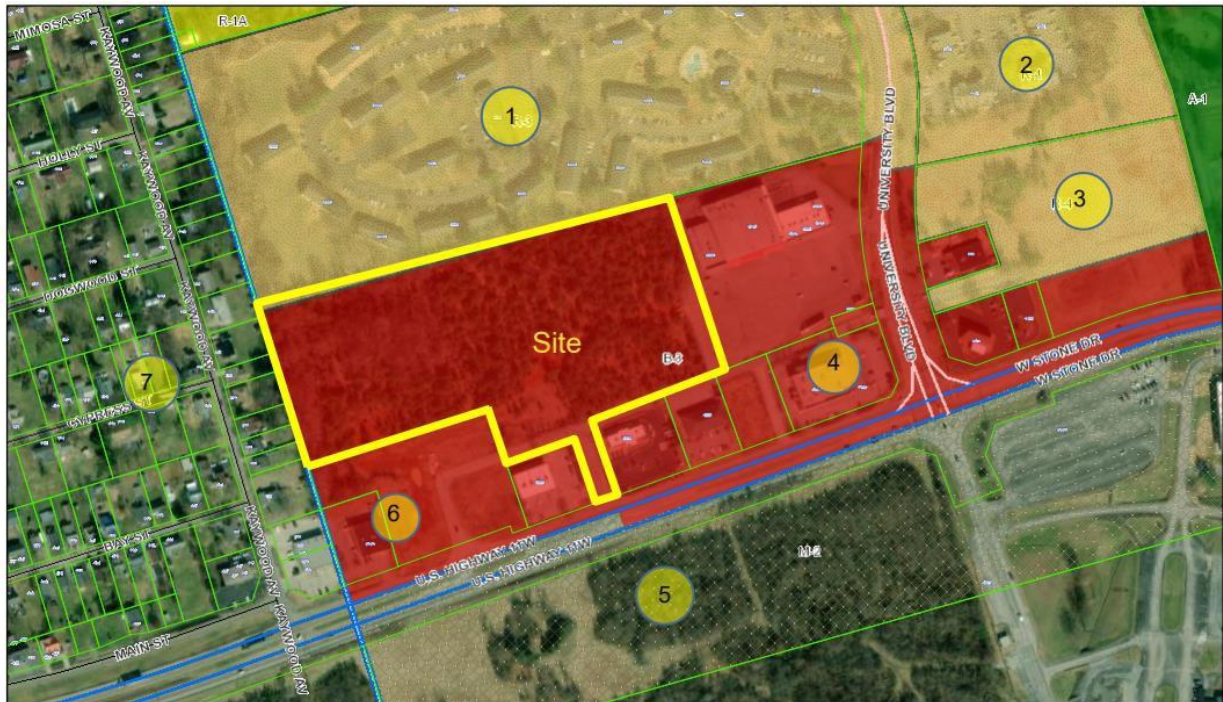


Aerial View (Google Earth Image)





EXISTING USES LOCATION MAP



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: City R-3</u> Use: multi-family (Allendale Falls Apartments)	
East	2	<u>Zone: City R-4</u> Use: multi-family (Bradley Hills)	
Southeast	3	<u>Zone: City R-4</u> Use: vacant (plans under review for Bradley Hills Phase II)	
South	4	<u>Zone: City B-3</u> Use: retail/commercial (Walgreens)	
Southwest	5	<u>Zone: City M-2</u> Use: vacant	
West	6	<u>Zone: City B-3</u> Use: vacant	
Northwest	7	<u>Zone: City n/a</u> Use: residential (Mt. Carmel)	

**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 6, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal abuts R-3 zoning to the north with nearby R-4 zoning to the east. Rezoning will permit an appropriate use that is suitable for the Future Land Use development.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Abutting property is zoned City R-3, Low Density Apartment District with nearby property zoned R-4, Medium Density Apartment District.
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable economic use for the proposed zone.
4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-4 rezoning proposal does not conform to the 2030 Land Use Plan, however the R-4 proposal for this particular site should serve the area well.

**Proposed use:** Multi-family Development

**The Future Land Use Plan Map recommends** retail/commercial.

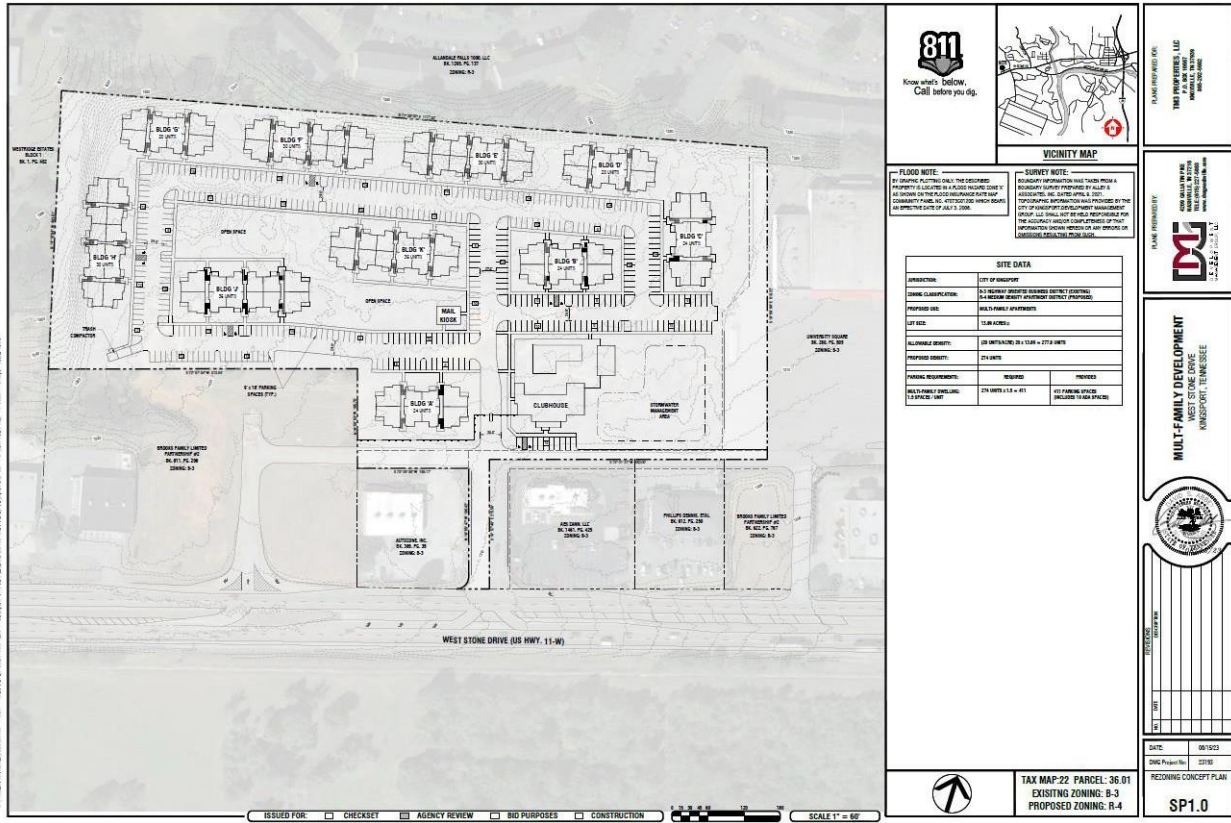
5. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The existing conditions support approval of the proposed rezoning, as abutting and nearby parcels are zoned for multi-family development.
6. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The rezoning site abuts property that is zoned City R-3, Low Density Apartment District with nearby property zoned R-4, Medium Density Apartment District. The vacant land mass is appropriately sized for a new development that will meet zoning restrictions of the R-4 zone.

# Zoning Development Plan (A Full Size Copy Available For Meeting)

## Kingsport Regional Planning Commission

### Rezoning Report

File Number REZONE23-0266



## CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from B-3 to R-4 based upon the increasing residential trend in the area and need for housing development in the city.



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance to Appropriate \$14,250 from the USDOJ/Office of Justice Programs, FY '23 Bulletproof Vest Partnership Funding**

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

Action Form No.: AF-319-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: November 7, 2023  
Staff Work By: Capt. Chris Tincher  
Presentation By: Chief Dale Phipps

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**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On May 16, 2023 via AF-126-2023 the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a US Department of Justice Grant for funding of bulletproof vests. We have been notified that we were approved for \$14,250 in reimbursements for vest expenditures. A fifty percent match is required and the match is provided from the police department operating budget.

**Attachments:**

- 1. Budget Ordinance

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



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

AN ORDINANCE TO AMEND THE GENERAL PROJECT/SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE US DEPARTMENT OF JUSTICE FOR THE YEAR ENDING JUNE 30, 2024; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice/Bureau of Justice Assistance Bulletproof Vest Partnership to the Bullet Proof Vest project (NC2410) in the amount of \$7,125 and requires a 50% local match of \$7,125 which is provided for in the Police Department operating budget.

**Account Number/Description:**

**Fund 111: General Project-Special Revenue  
Bullet Proof Vest Project (NC2410)**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	0	7,125	7,125
111-0000-391.01-00 From General Fund	0	7,125	7,125
<b>Total:</b>	<b>0</b>	<b>14,250</b>	<b>14,250</b>
 <b><u>Expenditures:</u></b>	 \$	 \$	 \$
111-3020-442.30-20 Operating Supplies & Tools	0	14,250	14,250
<b>Total:</b>	<b>0</b>	<b>14,250</b>	<b>14,250</b>

**Fund 110: General Fund**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Expenditures:</u></b>	\$	\$	\$
110-3030-443.30-25 Safety Supplies	22,000	(7,125)	14,875
110-4804-481.70-35 General Proj-Spec Rev	1,655,000	7,125	1,662,125
<b>Total:</b>	<b>1,677,000</b>	<b>0</b>	<b>1,677,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance to Appropriate \$200,000 from the Tennessee Law Enforcement Hiring, Training and Recruitment Grant Program for FY '24**

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

Action Form No.: AF-321-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: November 7, 2023  
Staff Work By: Capt. Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On September 19, 2023, via AF-290-2023, the Board of Mayor and Aldermen authorized the Mayor to sign any and all documents necessary to apply for and receive grant funds up to \$200,000 from The State of Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant. The Kingsport Police Department has been awarded full funding from this grant in the amount of \$200,000.

These grant funds will be utilized to offer \$10,000.00 over a three-year period to POST certified officers.

There are no matching funds required for this grant.

**Attachments:**

- 1. Budget Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE STATE OF TENNESSEE 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 appropriating grant funds received from the State of Tennessee Law Enforcement Officer Hiring, Training, and Recruitment Program Grant to the Police Retention project (NC2411) in the amount of \$200,000.

<b><u>General Projects-Special Revenue Fund: 111</u></b>			
<b><u>Police Retention (NC2411)</u></b>	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.69-00 Miscellaneous Other State	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.10-10 Salaries & Wages	0	200,000	200,000
<b>Total:</b>	<b>0</b>	<b>200,000</b>	<b>200,000</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance to Appropriate \$28,103 from the Department of Justice, Office of Justice Program’s FY ’23 Edward Byrne Memorial Justice Assistance Grant Program**

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

Action Form No.: AF-313-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: November 7, 2023  
Staff Work By: Capt. Chris Tincher  
Presentation By: Chief Dale Phipps

**Recommendation:**

Approve the Budget Ordinance.

**Executive Summary:**

On July 18, 2023, via AF-238-2023, the Board of Mayor and Aldermen approved the Mayor executing all documents necessary to apply for and receive a grant from the Department of Justice FY '23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. We have been notified that we were approved for \$28,103 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technological improvements.

There are no matching fund requirements.

**Attachments:**

- 1. Budget Ordinance

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE JUSTICE ASSISTANT GRANT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF JUSTICE 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 Justice Assistant Grant Fund budget be amended by appropriating grant funds received from the Department of Justice Edward Byrne Memorial Justice Assistance Program (JAG) in the amount of \$28,103 to the Justice Assist/Technology project (JG2400) to purchase equipment and/or technology improvements. No matching funds are required.

**Fund 134: Justice Assist Grant Fund**  
**Justice Assist/Technology (JG2400)**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
<b><u>Revenues:</u></b>	\$	\$	\$
134-0000-331.45-37 BUREAU OF JUSTICE / JAG	0	28,103	28,103
<b><i>Totals:</i></b>	<b>0</b>	<b>28,103</b>	<b>28,103</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
134-3030-443.90-06 PURCHASES \$5,000 & OVER	0	28,103	28,103
<b><i>Totals:</i></b>	<b>0</b>	<b>28,103</b>	<b>28,103</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 School Special Projects Fund Budget**

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

Action Form No.: AF-326-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: November 7, 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 four at their meeting on October 10, 2023. This amendment increases the School Special Projects Fund budget by \$25,000, for a revised total of \$840,120. The estimated revenue for Other Local Revenue is being increased by \$25,000. The appropriations for the Battelle Technology Grant are being established in the amount of \$25,000. These funds are to assist in meeting the computer science requirements at the middle and high schools.

- Attachments:**  
1. Ordinance  
2. BOE Budget Amendment Number four – FY 2024

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

**ORDINANCE NO. \*\*\*\***

AN ORDINANCE TO AMEND THE FY 2024 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2024 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
BAR023 Battelle Technology Grant	0	25,000	25,000
FRC024 Family Resource Center	10,000	0	10,000
HAG024 Homeless Assistance	10,000	0	10,000
KTIP23 Kingsport Truancy Intervention	53,720	0	53,720
PK5124 Pre-K Expansion Grant System-Wide	676,900	0	676,900
Transfer from General School Fund	64,500	0	64,500
<b><i>Totals:</i></b>	<b>815,120</b>	<b>25,000</b>	<b>840,120</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	736,203	25,000	761,203
Support Services	78,917	0	78,917
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b><i>Totals:</i></b>	<b>815,120</b>	<b>25,000</b>	<b>840,120</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 MARSHALL, Deputy City Recorder

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

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



OCTOBER 10, 2023

**KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2023-2024  
BUDGET AMENDMENT NUMBER FOUR**

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: NISWONGER FOUNDATION-PROJECT ON TRACK GRANT**

Kingsport City Schools has received a Project on Track grant from the Niswonger Foundation for \$45,828. These funds are to be used to provide a high dosage/low ratio literacy tutoring program for identified students at Jackson Elementary and John Sevier Middle Schools for the 2023-24 school year.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for teacher salaries and benefits and Instructional Supplies and Materials be increased by \$45,828.

**ITEM TWO: YRBS FUNDS**

Three KCS teachers have received \$300 each for participating in the Youth Risk Behavior Survey, through the Coordinated School Health program. These funds are to be used to make purchases for their classrooms.

It is recommended that the estimated revenue for Other State Education Revenue and the appropriations for Dobyns-Bennett Instructional Supplies and Materials be increased by \$900.

**SCHOOL SPECIAL PROJECT FUND**

**BATELLE TECHNOLOGY GRANT**

Kingsport City Schools has received a grant of \$25,000 from Battelle Education. These funds are to be used to support computer science requirements at the middle and high schools.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Instructional Supplies and Equipment for Robinson, Sevier, and Dobyns-Bennett be increased by \$25,000.

## **GENERAL PROJECT FUND**

### **DOBYNS-BENNETT DOME RENOVATION PROJECT**

The approved funding for the Dobyns-Bennett Dome Renovation project is \$23,215,000. This amount includes a contract amount of \$20,405,800 with Preston Construction, as well as a contingency of \$816,200. With the acceptance of alternate number 5, in the amount of 315,000 and additional value engineering items accepted that represent a reduction of \$171,500, the contract with Preston Construction will be increased by \$143,500. This contract increase will also requires an increase of the 4% contingency by \$5,750. These increases will require additional funding of \$149,250.

It is recommended that \$149,250 of the available funds (\$3,555,501) in the Dobyns-Bennett Renovation project be transferred to the Dobyns-Bennett Dome renovation project.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2024 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-325-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: November 7, 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 four at their meeting on October 10, 2023. This amendment increases the General Purpose School Fund budget by \$46,728. This increase includes a grant from the Niswonger Foundation for tutoring in the amount of \$45,828 and \$900 received from the State for participation in the Youth Based Risk Survey. In addition the General Project Fund budget will be amended by transferring \$149,250 of 2021 bond funds transferred from the D-B Renovation project to the D-B Dome Renovation project. This will provide funding for an amendment to the Preston Construction contract for the addition of alternate 5 in the amount of \$315,000 (locker room renovations), value engineering decreases of \$171,500, and an increase in the contingency of \$5,750.

- Attachments:**
1. Ordinance
  2. BOE Budget Amendment Number Four – FY 2024

	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. The General Purpose School Fund will be amended by increasing the estimated revenue for Other State Education Funds by \$900; Other Local Revenue by \$45,828 and by increasing the appropriations for Dobyms-Bennett Instructional supplies by \$900; the appropriations for Sevier and Jackson Instructional Supplies by \$2,500 each; the appropriations for Sevier and Jackson Teacher Salaries and Benefits by \$20,414 each. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Dobyms-Bennett Dome Renovation project (GP2401) by \$149,250 and by decreasing the estimated revenues and appropriations for the Dobyms-Bennett Renovation project by \$149,250.

**Fund 141: General Purpose School Fund**

<u>Revenues:</u>	\$	\$	\$
141-0000-338-6590 Other State Education Funds	400,000	900	400,900
141-0000-369-4990 Other Local Revenue	914,300	45,828	960,128
<b>Totals</b>	<b>1,314,300</b>	<b>46,728</b>	<b>1,361,028</b>
<u>Expenditures:</u>	\$	\$	\$
141-7100-711-0429 D-B Inst. Supplies	122,003	900	122,903
141-7110-711-0116 Sevier Teacher Salaries	3,067,000	17,500	3,084,500
141-7110-711-0201 Sevier Social Security	181,000	1,085	182,085
141-7110-711-0204 Sevier State Retirement	242,500	1,575	244,075
141-7110-711-0212 Sevier Medicare	42,400	254	42,654
141-7110-711-0429 Sevier Inst. Supplies	34,134	2,500	36,634
141-7115-711-0116 Jackson Teacher Salaries	1,767,200	17,500	1,784,700
141-7115-711-0201 Jackson Social Security	113,200	1,085	114,285
141-7115-711-0204 Jackson State Retirement	159,100	1,575	160,675
141-7115-711-0212 Jackson Medicare	26,500	254	26,754
141-7115-711-0429 Jackson Inst. Supplies	22,971	2,500	25,471
<b>Totals</b>	<b>5,778,008</b>	<b>46,728</b>	<b>5,824,736</b>

**Fund 311: General Project Fund**

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

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1051 2015 G O Bonds	25,000	0	25,000
311-0000-368-1054 2016 G O Bonds	193,621	0	193,621
311-0000-368-1056 2018 G O Bonds	69,799	0	69,799
311-0000-368-1066 2019 G O Bonds	927,267	0	927,267

311-0000-368-1069	2021 G O Bonds	3,308,000	(149,250)	3,158,750
311-0000-360-2101	Premium from Bond Sale	625,765	0	625,765
311-0000-391-2100	Transfer from School Fund	441,870	0	441,870
	<b>Total:</b>	<b>5,591,322</b>	<b>(149,250)</b>	<b>5,442,072</b>

<b>Expenditures:</b>		\$	\$	\$
311-0000-601-2022	Construction Contracts	5,073,420	(149,250)	4,924,170
311-0000-601-2023	Architect/Engineering Serv	441,870	0	441,870
311-0000-601-4041	Bond Sale Expense	76,032	0	76,032
	<b>Total:</b>	<b>5,591,322</b>	<b>(149,250)</b>	<b>5,442,072</b>

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

<b>Revenues:</b>		\$	\$	\$
311-0000-361-1069	2021 G O Bonds	2,215,000	149,250	2,364,250
311-0000-368-1072	2023 G O Bonds	20,679,857	0	20,679,857
311-0000-368-2101	Premium from Bond Sale	537,422	0	537,422
	<b>Total:</b>	<b>23,432,279</b>	<b>149,250</b>	<b>23,581,529</b>

<b>Expenditures:</b>		\$	\$	\$
311-0000-601-2022	Construction Contracts	21,221,285	149,250	21,370,535
311-0000-601-2023	Architect/Engineering Serv	1,993,715	0	1,993,715
311-0000-601-4041	Bond Sale Expense	217,279	0	217,279
	<b>Total:</b>	<b>23,432,279</b>	<b>149,250</b>	<b>23,581,529</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: \_\_\_\_\_

OCTOBER 10, 2023

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2023-2024  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: NISWONGER FOUNDATION-PROJECT ON TRACK GRANT**

Kingsport City Schools has received a Project on Track grant from the Niswonger Foundation for \$45,828. These funds are to be used to provide a high dosage/low ratio literacy tutoring program for identified students at Jackson Elementary and John Sevier Middle Schools for the 2023-24 school year.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for teacher salaries and benefits and Instructional Supplies and Materials be increased by \$45,828.

**ITEM TWO: YRBS FUNDS**

Three KCS teachers have received \$300 each for participating in the Youth Risk Behavior Survey, through the Coordinated School Health program. These funds are to be used to make purchases for their classrooms.

It is recommended that the estimated revenue for Other State Education Revenue and the appropriations for Dobyns-Bennett Instructional Supplies and Materials be increased by \$900.

**SCHOOL SPECIAL PROJECT FUND**

**BATELLE TECHNOLOGY GRANT**

Kingsport City Schools has received a grant of \$25,000 from Battelle Education. These funds are to be used to support computer science requirements at the middle and high schools.

It is recommended that the estimated revenue for Other Local Revenue and the appropriations for Instructional Supplies and Equipment for Robinson, Sevier, and Dobyns-Bennett be increased by \$25,000.

## **GENERAL PROJECT FUND**

### **DOBYNS-BENNETT DOME RENOVATION PROJECT**

The approved funding for the Dobyns-Bennett Dome Renovation project is \$23,215,000. This amount includes a contract amount of \$20,405,800 with Preston Construction, as well as a contingency of \$816,200. With the acceptance of alternate number 5, in the amount of 315,000 and additional value engineering items accepted that represent a reduction of \$171,500, the contract with Preston Construction will be increased by \$143,500. This contract increase will also requires an increase of the 4% contingency by \$5,750. These increases will require additional funding of \$149,250.

It is recommended that \$149,250 of the available funds (\$3,555,501) in the Dobyns-Bennett Renovation project be transferred to the Dobyns-Bennett Dome renovation project.



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend Zoning for the Jan Way Annexation**

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

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

**Recommendation:**

Approve ordinance amending the zoning ordinance for the Jan Way Annexation.

**Executive Summary:**

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

**Attachments:**

- 1. 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 JAN WAY FROM COUNTY M-2, HEAVY MANUFACTURING DISTRICT, TO M-1R, LIGHT MANUFACTURING RESTRICTED DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

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

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

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PATRICK W. SHULL  
Mayor

ATTEST:

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Lisa Winkle  
City Recorder

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III  
City Attorney

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Appropriate Funds for the Tennessee Commission on Aging Grant**

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

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

**Recommendation:**  
Approve the Ordinance.

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

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

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

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

No matching funds are required for these grants.

**Attachments:**  
1. Ordinance

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

Item X2.

ORDINANCE NO.

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

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

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

**Account Number/Description:**

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

**TCAD Main Site (NC2407)**

**Revenues:**

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

**Expenditures:**

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

**TCAD Lynn View Site (NC2408)**

**Revenues:**

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

**Expenditures:**

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

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

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

ATTEST:

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

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

RODNEY B. ROWLETT III, City Attorney

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

*Item X2.*



**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-302-2023  
 Work Session: October 2, 2023  
 First Reading: October 3, 2023  
 Final Adoption: **October 17, 2023**  
 Staff Work By: John Morris  
 Presentation By: John Morris

**Recommendation:** Approve the Ordinance

**Executive Summary:**

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

The General Projects-Special Revenue Fund is being increased by appropriating \$900,000 from the General Fund to the SRO Reimbursement project (NC2409).

The General Projects Fund is being amended by transferring \$3,375 from the BMP Fox Habitat project (GP2216) to the Bays Mtn Exhibits project (GP2206). Closes GP2216.

The Regional Sales Tax is being amended to increase fund balance appropriations to fund needed capital projects for the Aquatic Center and Cattails Golf Course.

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

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

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

**Attachments:**

- 1. Ordinance

Item X3.

	<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, 2024; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

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

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

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

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

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

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

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

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

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

**Expenditures:**

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

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

**Account Number/Description:**

**SRO Reimbursement (NC2409)**

**Revenues:**

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

**Expenditures:**

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



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

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

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

**Bays Mtn Exhibits (GP2206)**

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

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

**Regional Sales Tax Fund: 130**

**Account Number/Description:**

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

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

**Aquatic Center Fund: 419**

**Account Number/Description:**

**Revenues:**

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

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
419-6996-696.76-09 Aquatics Project Fund	\$ 0	\$ 385,000	\$ 385,000
<b>Total:</b>	<b>0</b>	<b>385,000</b>	<b>385,000</b>

**Cattails Golf Course Fund: 421**

**Account Number/Description:**

**Revenues:**

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

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/(Decr)</u></b>	<b><u>New Budget</u></b>
421-6996-696.76-06 Cattails Project Fund	\$ 0	\$ 465,000	\$ 465,000
<b>Total:</b>	<b>0</b>	<b>465,000</b>	<b>465,000</b>

**Account Number/Description:**

**Cattails Project Fund: 453**

**Cattails Imp (CG1800)**

**Revenues:**

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

**Expenditures:**

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

**Cattails Imp (CG2001)**

**Revenues:**

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

**Expenditures:**

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

**Cattails Pump Station (CG2400)**

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

**Expenditures:**

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

**Cattails Miscellaneous (CG2401)**

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

**Expenditures:**

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

**Account Number/Description:**

**Aquatics Project Fund: 459**

**Aquatic New Pool Addition (AQ1800)**

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

**Expenditures:**

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

**Lazy River Maintenance (AQ1801)**

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

**Expenditures:**

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

**KAC Starting Blocks (AQ2400)**

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

**Expenditures:**

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

**KAC Lazy River (AQ2401)**

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

**Expenditures:**

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

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

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

**Expenditures:**

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

**KAC Miscellaneous (AQ2403)**

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

**Expenditures:**

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

**Account Number/Description:**

**Water Project Fund: 451**

**AMI Meter Purchase (WA2306)**

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

**Expenditures:**

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

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

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

**Expenditures:**

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

**Water Line Imp (WA2300)**

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

**Expenditures:**

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

PASSED ON 1ST READING:

PASSED ON 2ND READING:



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase Two (2) 2025 Freightliner M2+ (Knuckleboom Yard Waste Trucks) from Sourcewell Contract # 040621-PII**

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

Action Form No.: AF-322-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 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 Two (2) 2025 Freightliner M2+ (Knuckleboom Yard Waste Trucks) from CMI Equipment utilizing Sourcewell Cooperative Purchasing Agreement #040621-PII for use by Public Works Department. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is July/August 2024.

\$218,299.00 Unit Cost  
\$436,598.00 Total Purchase Price

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

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

Item X11.

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO CMI EQUIPMENT SALES, INC., FOR THE PURCHASE OF TWO 2025 FREIGHTLINER M2+ KNUCKLEBOOM WASTE TRUCKS THROUGH SOURCEWELL COOPERATIVE PURCHASE AGREEMENT NO.: 040621-PII

WHEREAS, staff recommends the purchase of two 2025 Freightliner M2+ Knuckleboom Waste Trucks for use by the public works department from CMI Equipment Sales, Inc., utilizing Sourcwell Cooperative Purchase Agreement No.: 040621-PII; and

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

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to CMI Equipment Sales, Inc. in the amount of \$436,598.00; 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 for two 2025 Freightliner M2+ Knuckleboom Waste Trucks from CMI Equipment Sales, Inc., utilizing a Sourcwell Cooperative Purchase Agreement No.: 040621-PII, for use by the public works department, in the amount of \$436,598.00.

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 17th day of October, 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:** October 27, 2023  
**Re:** Fleet Replacement of 2146 and 2147 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units #2146 and 2147 for the purchase price of \$436,598.00 (\$218,299.00 each). These units meet the expectations of the department and will fulfill the requirements of their operational needs. These units will be purchased through the Sourcewell Contract #040621-PII. Estimated delivery is July-August 2024.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	2	2025 Freightliner M2+	CMI EQUIPMENT	N/A

**These units will be Fleet Replacements**

The units listed below will be replaced and 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** N/A

**SOURCEWELL CONTRACT 040621-PII**

**Replacements**

2146	2014 Freightliner M2106	Mileage	124,050
2147	2014 Freightliner M2106	Mileage	117,652

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





**CMI Equipment Sales, Inc.**  
**P.O. Box 1528**  
**Goodlettsville, TN 37070**  
**www.cmiequip.com 615-227-7800**

**QUOTE - DO NOT PAY**

Quote: 01-4715  
 Date: 9/26/2023

PO:  
 CustId: C/ KINGSPORT

Cust Email: AP@KINGSPORTTN.GOV  
 Phone: (423) 229-9400  
 Salesperson: BarryM  
 User: Admin

Bill To:

City of Kingsport  
 415 BROAD ST.  
 Kingsport, TN 37660

Ship To:

City of Kingsport

Unit: Currently expected between July-August of 2024  
 Sourcewell #040621-PII

Item	Type	Description	Qty	Tax	Price	Discount	Net Price	
TL3	QU	<b>Petersen TL3</b>	2.0000		\$218,299.00			
		PT - Mounted on 2025 Freightliner M2+						
		Dump Body: Model HDX-2030 Hardox Body 1/8" Sides, 3/16" Floor						
		Dump Body: Standard Barn Doors for Body						
		Dump Body: Wire Loom for Body Wiring						
		Dump Body: LED Type Body Lights, 15 EA.						
		Dump Body: Amber LED Flashers in Rear Corner Post						
		Dump Body: ANSI Z245 Package						
		Dump Body: Body Color: Black						
		Loader: Heavy Duty Swing Motor						
		Loader: Standard Height Pedestal						
		Loader: Quadstick Mech Controls						
		Loader: Grating Heat Shield						
		Loader: HDHI Outtrigger Strobe						
		Loader: Standard Bucket 60"						
		Loader: Boom up warning light/audible alarm						
		Loader: Hose Guards - Head & Valve Bank						
		Loader: HD Control Box; Throttle Engine Kill & Horn						
		Loader: Tandem Pump in Lieu of Single 18 GMP						
		Loader: Single Color PI Orange						
		<b>Total TL3</b>					<b>\$436,598.00</b>	
							<b>Total:</b>	<b>\$436,598.00</b>

Totals					<b>Sub Total:</b>		<b>\$436,598.00</b>
					<b>Total Tax:</b>		<b>\$0.00</b>
					<b>Invoice Total:</b>		<b>\$436,598.00</b>

Item X11.

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor 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 June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. 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.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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**

Vendor 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 Contract Administrator. This form is available from the assigned Sourcwell Contract 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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



B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell 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 Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *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 vendors which may be used until the next printing). Vendor 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 Vendor individually or jointly with others, or any subcontractors, 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

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

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all



references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Petersen Industries, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/26/2021 | 2:52 PM CDT

DocuSigned by:  
*Casey Hardee*  
By: 9A68D6BB7A324C5...  
Casey Hardee  
Title: President/CEO  
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/26/2021 | 7:51 PM CDT

# RFP 040621 - Bulk Solid Waste and Recycling Equipment

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## Vendor Details

Company Name: Petersen Industries, Inc.  
4000 State Road 60 W  
Address: LAKE WALES, FL 33859  
Contact: Casey Hardee  
Email: chardee@petersenind.com  
Phone: 863-676-1493 257  
Fax: 813-478-1454  
HST#: 59-2979951

## Submission Details

Created On: Friday February 19, 2021 12:44:13  
Submitted On: Monday March 29, 2021 15:22:54  
Submitted By: Casey Hardee  
Email: chardee@petersenind.com  
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1  
Submitter's IP Address: 73.255.132.23

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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 (and applicable d/b/a, if any):	Petersen Industries, Inc.
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859
3	Proposer website address:	www.petersenind.com
4	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):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com

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

Line Item	Question	Response *
7	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>Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States.</p> <p>Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container.</p> <p>What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!</p>

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcwell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
9	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.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	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?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
14	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.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*



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

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.
17	What percentage of your sales are to the governmental sector in the past three years	83%
18	What percentage of your sales are to the education sector in the past three years	1%
19	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?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year
20	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?	None

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Bryan, TX	Jared Birkhead	(979)574-6619
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111
City of Chattanooga, TN	Gary Franks	(423) 643-5559

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

Line Item 22. 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 *
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727

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

Describe your company's capability to meet the needs of Sourcwell 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 *



23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	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.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Sourcwell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcwell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcwell 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?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	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.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.
34	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?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.
35	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.	Because each customer of ours is unique, we prefer to help build specifications through direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.
38	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.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.
39	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.	N/A
40	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.	N/A
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.

**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 *
42	Do your warranties cover all products, parts, and labor?	yes absolutely!
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.
45	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 provide service coverage throughout the U.S and Canada.
46	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?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.

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

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	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?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcwell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.
54	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.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcwell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcwell contract primary.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.
56	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.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.
57	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.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcwell quoted price will be all-inclusive.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcwell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcwell contract.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	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.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
63	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 will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers  The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.



**Table 14B: 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	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*
67	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
71	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.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

**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."
  - [Financial Strength and Stability](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
  - [Marketing Plan/Samples](#) - Sourcewell\_Marketing.zip - Tuesday March 23, 2021 13:24:29
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
  - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
  - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41

## Proposer's Affidavit

### 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

- 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. - Casey Hardee, President/CEO, Petersen Industries, Inc.

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_2_Bulk_Solid_Waste_Equipment_RFP_040621</b> Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621</b> Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



**AGENDA ACTION FORM**

**Consideration of a Resolution to Purchase Three (3) 2024 Nissan Frontier Crew Cabs 2WD from TN State Contract # 80358**

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

Action Form No.: AF-323-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 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 Three (3) 2024 Nissan Frontier Crew Cabs 2WD from Alan Jay Fleet Sales utilizing TN State Contract # 80358 for use by Water Technical Services, Wastewater Maintenance, and Fleet Maintenance Departments. The Tennessee State Contracts are available for local government agencies to use. The delivery from the dealership to the agency is included in the total price. The estimated delivery date is 4-10 months after purchase order is received.

\$32,698.00    Unit Cost  
\$98,094.00    Total Purchase Price

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

These units are fleet replacements.

Funding is identified in Project/Account # 51150085019010

**Attachments:**

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

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

Item XI2.

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

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE 2024 NISSAN FRONTIER CREW CABS FROM ALAN JAY FLEET SALES UTILIZING TENNESSEE STATE CONTRACT NO.: 80358; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, staff recommends the purchase of three 2024 Nissan Frontier Crew Cabs, two wheel drive, from Alan Jay Fleet Sales utilizing a Tennessee State Contract No.: 80358 for use by Water Technical Services; and

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

WHEREAS, the three 2024 Nissan Frontier Crew Cabs are available pursuant to Tennessee State Contract No.: 80358, the city will need to submit purchase orders to Alan Jay Fleet Sales for \$98,094.00; and

WHEREAS, the funding is available in 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 Alan Jay Fleet Sales for the purchase of three 2024 Nissan Frontier Crew Cabs, two wheel drive, in the amount of \$98,094.00.

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 17th day of October 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:** October 27, 2023  
**Re:** Fleet Replacement of 1677, 1883, & 1719 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for units #1677, 1883, and 1719 for the purchase price of \$98,094.00 (\$32,698.00 each). These units meet the expectations of the department and will fulfill the requirements of their operational needs. These units will be purchased through the TN State Contract #80358. Estimated delivery is 4-10 months.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	3	2024 Nissan Frontier Crew Cab 2wd	Alan Jay Fleet Sales	City18/Hwy24

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

The units listed below will be replaced and disposed of utilizing the current approved City process. The State offerings were reviewed by Chad Austin and he is in agreement with this recommendation.

**Fuel Economy Improvement** N/A

### **TN STATE CONTRACT #80358**

### **Replacements**

1677	2005 Ford Ranger 2wd	Mileage	205,665
1883	2009 Ford F-150 2wd	Mileage	88,243
1719	2006 Ford Explorer 4wd	Mileage	85,301

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

Thank you.



625 West Industry Drive

Kings Item X12. 7660

(423) 229-9446

***Kingsport – the best Place to Be***



**GOVERNMENT PRICE QUOTE**

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	48337-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
9/18/2023

# PRICE QUOTE FORM

REVISED QUOTE DATE  
10/4/2023

REQUESTING AGENCY	KINGSPORT, CITY OF (TN)		
CONTACT PERSON	STEVE LEONARD	EMAIL	<a href="mailto:STEVELEONARD@KINGSPORTTN.GOV">STEVELEONARD@KINGSPORTTN.GOV</a>
PHONE	423-224-2434	MOBILE	423-276-5515
		FAX	

**Contract No. 80358 - SWC209 EVENT # 32110-12904**

MODEL	32114	MSRP	\$33,175.00
2024 NISSAN FRONTIER CREW CAB S 2WD 5' BED			
<b>CUSTOMER ID</b>		GOVERNMENT PRICE	<b>\$32,698.00</b>

**BED LENGTH**      **5' BED**

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

**FACTORY OPTIONS**

**DESCRIPTION**

QAK	Glacier White	\$0.00
G	OPTIONS Charcoal, Cloth Seat Trim	\$0.00

**FACTORY OPTIONS \$0.00**

TRADE IN	<b>YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~</b>	TOTAL COST	<b>\$32,698.00</b>
			\$0.00

**TOTAL COST LESS TRADE IN(S) QTY 3 \$98,094.00**

Estimated Annual payments for 60 months paid in advance: \$7,323.01      Extended: \$21,969.02  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE**      GOVERNMENT ACCOUNT MANAGER [matt.forte@alanjay.com](mailto:matt.forte@alanjay.com)

*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always available for assistance.*

Item X12.





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

**Statewide Multi-Year Contract Issued to:**

Alan Jay Automotive Management Inc  
5330 US Highway 27 S  
Sebring, FL 33870-5661

Vendor ID: 0000233695

**Contract Number: 00000000000000000000080358**

Title: SWC209 Vehicles

Start Date : September 22, 2023 End Date: December 31, 2024

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

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

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

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

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID: 1000179934  
*Police, Vehicles, Ford, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 2**

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

**Line 3**

Item ID: 1000179937  
*Sport Utility Vehicles, Ford (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 4**

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

**Line 5**

Item ID: 1000179939  
*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 6**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 7**

Item ID: 1000187744  
*Sedans, Nissan, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 8**

Item ID: 1000187745  
*Minivan and Full-size Vans, Nissan(Passenger, Cargo, Cut-Away), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 9**

Item ID: 1000187746

*Sport Utility Vehicles, Nissan (SUVs), Generic SWC209 Asset*

Unit of Measure: EA

**Line 10**

Item ID: 1000187747

*Light Trucks, Nissan (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 11**

Item ID: 1000187716

*Police Vehicles, CDJR, Generic SWC209 Asset*

Unit of Measure: EA

**Line 12**

Item ID: 1000187718

*Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA

**Line 13**

Item ID: 1000187719

*Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset*

Unit of Measure: EA

**Line 14**

Item ID: 1000187720

*Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 15**

Item ID: 1000187750

*Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA

**Line 16**

Item ID: 1000187751

*Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset*

Unit of Measure: EA

**Line 17**

Item ID: 1000187752

*Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 18**

Item ID: 1000187723

*Sedans, Chevy, Generic SWC209 Asset*

Unit of Measure: EA

**Line 19**

Item ID: 1000187724

*Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset*

Unit of Measure: EA

**Line 20**

Item ID: 1000187725

*Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset*

Unit of Measure: EA

**Line 21**

Item ID: 1000187726

*Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 22**

Item ID: 1000187727

*Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

**Line 23**

Item ID: 1000179939

*Medium Trucks, Ford (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset*

Unit of Measure: EA

APPROVED:  Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State of TN  
CPO, ou=Department of General Services,  
email=Mike.Perry@tn.gov, c=US  
Date: 2023.09.12 12:44:43 -05'00'  
\_\_\_\_\_ CHIEF PROCUREMENT OFFICER

BY: **Mike Neely** Digitally signed by Mike  
Neely  
Date: 2023.09.12 07:50:23  
-05'00'  
\_\_\_\_\_ PURCHASING AGENT

\_\_\_\_\_ DATE



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into a Sponsorship Agreement with the Bays Mountain Park Association on behalf of the Kingsport Community Foundation for Naming Rights for the “Red Fox Habitat sponsored by the Kingsport Community Foundation”**

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

Action Form No.: AF-144-2023  
Work Session: October 16, 2023  
First Reading: N/A

Final Adoption: October 17, 2023  
Staff Work By: Capital Campaign Com.  
Presentation By: Michael T. Borders

**Recommendation:**

Approve the Resolution

**Executive Summary:**

If approved the City will enter into an agreement with the Bays Mountain Park Association (BMPA) on behalf of the Kingsport Community Foundation for sponsorship naming rights and the renaming of the Fox Habitat to the “Red Fox Habitat sponsored by the Kingsport Community Foundation”.

The Kingsport Community Foundation (KCF) was founded in 2000 and believes in the importance of supporting one’s own community. The Capital Campaign Committee has worked with KCF on a sponsorship agreement for the park’s new Fox Habitat. Funds will be used on future capital improvements at the park.

The naming rights will be established for ten years with the right of refusal to enter into a subsequent sponsorship agreement. The sponsorship agreement will be for \$100,000 paid over 3 years.

The facility is eligible for naming as outlined in the City of Kingsport, Tennessee Public Building, Infrastructure, & Facility Naming Policy with Qualifying Name falling under Section III Subsection e based on the financial contribution.

City staff, the Bays Mountain Commission, and Bays Mountain Park Association are extraordinarily grateful for the generous gift.

**Attachments:**

- 1. Resolution
- 2. Agreement

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

Item X13.

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

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT WITH KINGSFORT COMMUNITY FOUNDATION AND NAMING OF THE RED FOX HABITAT AT THE BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport Community Foundation desires a sponsorship of the Red Fox Habitat at the Bays Mountain Park by providing \$100,000.00 over a term of three years ending in January, 2026; and

WHEREAS, the sponsorship allows naming rights and the renaming of the Red Fox Habitat at the Bays Mountain Park to the Red Fox Habitat sponsored by the Kingsport Community Foundation and the naming rights will be for 10 years with the right of refusal to enter into a subsequent sponsorship agreement;

WHEREAS, pursuant to the Policy for the Naming of Public Buildings, Infrastructure, Prominent Public Spaces, and Facilities adopted by Resolution No.: 2023-219, the board may consider sponsorship of buildings and facilities to include naming the building or facility after the sponsor; and

WHEREAS, upon consideration of those factors specified in Section VI of the naming policy the board deems it advisable to re-name the Red Fox Habitat at the Bays Mountain Park to the Red Fox Habitat sponsored by the Kingsport Community Foundation; and

WHEREAS, it is further deemed advisable and in the best interest of city for the board to exercise its discretion in considering the naming of the Red Fox Habitat at the Bays Mountain Park outside of the period for consideration set forth in Section IV.) 2.) of the policy.

Now therefore,

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

SECTION I. That based upon the findings set forth above which are incorporated herein by reference, the board hereby approves the naming of the Red Fox Habitat at the Bays Mountain Park to the Red Fox Habitat at the Bays Mountain Park to the Red Fox Habitat sponsored by the Kingsport Community Foundation.

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 sponsorship agreement with Kingsport Community Foundation, and all documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

**BAYS MOUNTAIN PLANETARIUM SPONSORSHIP AGREEMENT**  
**BAYS MOUNTAIN RED FOX HABITAT SPONSORSHIP AGREEMENT**

This Sponsorship Agreement ("Agreement") is entered into this XX, XXX 2023, by and between The Bays Mountain Park Association (BMPA), a Tennessee Nonprofit Corporation and the

City of Kingsport, Tennessee ("City"), a municipal corporation, with offices located at 415 Broad Street, Kingsport, Tennessee, 37660.

#### **RECITALS**

A. BMPA is a non-profit corporation formed for the purpose of supporting Bays Mountain Park and whereas the Kingsport Community Foundation is required to remit donations to a 501(c)3 status organization and the BMPA has agreed to accept funds and enter into a sponsorship agreement on the Kingsport Community Foundation's (KCF) behalf.

B. City is a municipal corporation organized and operating under the laws of the State of Tennessee.

C. Bays Mountain Park is in beautiful Kingsport, Tennessee, is a 3,750-acre nature preserve and the largest city owned park in the state of Tennessee. The Park features a picturesque 44-acre lake, a Nature Center with a state-of-the-art Planetarium Theater, and Animal Habitats featuring wolves, bobcats, raptors, and reptiles.

D. KCF desires to sponsor the Bays Mountain Planetarium feature to continue and strengthen its community support for the benefit of its members and residents, as well as prospective residents, of the greater Kingsport area.

In consideration of the parties' desire to work together for the benefit of Kingsport and the surrounding communities and the mutual covenants and agreements of the parties as contained herein, the parties agree as follows:

1. Term; Renewal; Situs. The term of this Agreement shall be effective as of XX, XXX 2023 and shall continue for a term of ten (10) years from the effective date of the agreement. At termination of this Agreement, BMPA shall have the right of refusal to enter into a subsequent Fox Habitat Sponsorship Agreement for an additional ten (10) years. Should BMPA exercise this right, BMPA and City shall negotiate in good faith an Agreement to renew sponsorship on such terms and conditions as the parties may agree. If BMPA rejects the terms offered by City to renew its sponsorship of the Fox Habitat, City may offer the sponsorship to a different entity but not on terms more favorable than offered to BMPA without providing a ten (10) business day right of first refusal with respect to any such more favorable terms. The parties agree that the place of this Agreement, its situs and forum, shall be Kingsport, Sullivan County, Tennessee, where all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.

2. Sponsorship Payment. Shall consist of three (3) payments as outlined.

a. Payment 1. Upon execution of Sponsor Agreement, city will invoice BMPA for \$33,333.33. Invoice to include copy of W-9.

b. Payment 2. City will invoice BMPA \$33,333.33 one year from signed agreement but no earlier than Jan. 1, 2025.

c. Payment 3. City will invoice BMPA \$33,333.34 one year from payment of second payment, but no earlier than Jan.1, 2026.

3. Duties of City. In consideration of BMPA's sponsorship (on behalf of KCF), City agrees to the following:

a. The City will continue to designate Bays Mountain's Fox Habitat feature as the "Red Fox Habitat sponsored by The Kingsport Community Foundation" or alternative name agreed upon in writing by both parties. The City will allow access and permission to place signage for the Fox Habitat in one location near the Fox Habitat with approval of the Park Manager. The city also agrees that it may promote its sponsorship of the Fox Habitat in its own Promotional materials and on the website.

4. Exclusive Sponsorship. During the term of The Bays Mountain Park Association's (on behalf of the KCF) sponsorship of the Fox Habitat, and during any subsequent renewal term, the City covenants and agrees that it will not enter into any other sponsorship agreement for the Fox Habitat with any entity or any individual but may have sponsorship for certain pieces or features of the Fox Habitat.

5. Termination. This Agreement shall terminate at the end of the initial ten (10) year term or, if renewed, at the end of the renewal term, except that:

a. City may terminate this Agreement upon serving written notice to BMPA if BMPA fails to make any payment due under this Agreement within thirty (30) days of the date payment is scheduled to be made.

b. BMPA may terminate this Agreement upon serving written notice to City if:

i. A default or breach of this Agreement by City occurs, and the parties are unable to resolve the default or breach within thirty (30) days following good faith discussions and negotiations as provided in Paragraph 8 below; or

ii. Fox Habitat is closed, materially altered, sold, or transferred to another entity, or otherwise changed such that BMPA reasonably determines it is no longer in BMPA's best interests to continue the sponsorship. In such event BMPA shall have no right to or claim for any funds paid prior to a termination under this subsection ii.

c. Either party without cause and/or for its convenience may terminate this Agreement at any time upon written notice to the other party given at least ninety (90) days prior to the termination date, which termination shall not be a breach of this Agreement. If the City terminates this Agreement for its convenience, BMPA shall be entitled to refund of a pro rata share of the payment made by BMPA for that year, determined by dividing the amount paid for that year by 365 and then multiplying that amount by the number of days remaining from the date of such termination to the next January 1. All identification of BMPA shall be removed from Bays Mountain Park.

6. Certain Covenants. BMPA agrees and acknowledges that during the term of this Agreement it shall not take any action in any manner that would adversely affect the federal tax status of the City's bonds; and it shall conduct its onsite activities solely in furtherance of the City's tax-exempt purpose of owning and operating Bays Mountain Park for the general public and to support the City's exempt activities at Bays Mountain Park. Notwithstanding the aforementioned, this section does not prevent BMPA from hosting an event approved by the City at Bays Mountain Park.

7. No Payment for City's Bonds. The Parties shall not apply any monetary amounts derived from this Agreement to pay debt service on the City's bonds.

8. Nature of the Agreement. It is mutually agreed that this Agreement is for special, unique, and extraordinary services that provide benefits to the community at large. In the event of any breach or perceived breach of the Agreement or in the event of any other issue that may affect the parties' ability to work together or their goodwill toward one another, the parties agree that they will meet and discuss in good faith their concerns and work together toward a mutual resolution of such concerns. The parties agree that neither will terminate the Agreement nor proceed with any legal action to enforce any term of the Agreement until or unless either party makes a good faith determination that further attempts at informal and negotiated resolution under this Section have failed or are futile. However, this provision shall not limit either party's rights under provision 5.c. of this agreement.

9. Severability. In the event this Agreement, or any provision contained herein, is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, either party may elect to have the parties excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable under the laws or regulations without affecting the validity of the remaining provisions of the Agreement.

10. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other. This Agreement does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties except as expressly stated in Section 3 of the Agreement. City is free to enter into other sponsorship agreements to promote or support Bays Mountain Park except as prohibited by this Agreement.

11. Entire Agreement. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understanding, and discussions between the parties relating to the subject matter of this Agreement.

12. Modification or Waiver. This Agreement may be modified or amended by the parties. Any modifications or amendment of this Agreement must be authorized in writing, which may include modifications authorized by electronic mail. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

13. Assignment. Any assignment or transfer of a right or interest under this agreement shall only be made pursuant to a written agreement between City and BMPA.

14. Notice. All notices to be given hereunder shall be transmitted in writing by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall



be sent to the addresses identified below, unless notification of change of address is given in writing.  
Notice shall be effective upon receipt of confirmation of receipt.

If to City:  
City of Kingsport  
Atten: City Manager  
415 Broad Street  
Kingsport, TN 37660  
With a copy to:  
City Attorney  
Kingsport, TN 37660

If to:  
  
With a copy to:

IN WITNESS WHEREOF, the parties have caused this Agreement to be extend by their  
duly authorized representatives.

[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 17th day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **BAYS MOUNTAIN RED FOX HABITAT SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (“Agreement”) is entered into this XX, XXX 2023, by and between The Bays Mountain Park Association (BMPA), a Tennessee Nonprofit Corporation and the City of Kingsport, Tennessee (“City”), a municipal corporation, with offices located at 415 Broad Street, Kingsport, Tennessee, 37660.

### **RECITALS**

- A. BMPA is a non-profit corporation formed for the purpose of supporting Bays Mountain Park and whereas the Kingsport Community Foundation is required to remit donations to a 501(c)3 status organization and the BMPA has agreed to accept funds and enter into a sponsorship agreement on the Kingsport Community Foundation’s (KCF) behalf.
- B. City is a municipal corporation organized and operating under the laws of the State of Tennessee.
- C. Bays Mountain Park is in beautiful Kingsport, Tennessee, is a 3,750-acre nature preserve and the largest city owned park in the state of Tennessee. The Park features a picturesque 44-acre lake, a Nature Center with a state-of-the-art Planetarium Theater, and Animal Habitats featuring wolves, bobcats, raptors, and reptiles.
- D. KCF desires to sponsor the Bays Mountain Planetarium feature to continue and strengthen its community support for the benefit of its members and residents, as well as prospective residents, of the greater Kingsport area.

In consideration of the parties’ desire to work together for the benefit of Kingsport and the surrounding communities and the mutual covenants and agreements of the parties as contained herein, the parties agree as follows:

- 1. Term; Renewal; Situs. The term of this Agreement shall be effective as of XX, XXX 2023 and shall continue for a term of ten (10) years from the effective date of the agreement. At termination of this Agreement, BMPA shall have the right of refusal to enter into a subsequent Fox Habitat Sponsorship Agreement for an additional ten (10) years. Should BMPA exercise this right, BMPA and City shall negotiate in good faith an Agreement to renew sponsorship on such terms and conditions as the parties may agree. If BMPA rejects the terms offered by City to renew its sponsorship of the Fox Habitat, City may offer the sponsorship to a different entity but not on terms more favorable than offered to BMPA without providing a ten (10) business day right of first refusal with respect to any such more favorable terms. The parties agree that the place of this Agreement, its situs and forum, shall be Kingsport, Sullivan County, Tennessee, where all matters, whether sounding in contract or tort relating to its validity, construction, interpretation, and enforcement shall be determined.

2. Sponsorship Payment. Shall consist of three (3 payments) as outlined.
  - a. Payment 1. Upon execution of Sponsor Agreement, city will invoice BMPA for \$33,333.33. Invoice to include copy of W-9.
  - b. Payment 2. City will invoice BMPA \$33,333.33 one year from signed agreement but no earlier than Jan. 1, 2025.
  - c. Payment 3. City will invoice BMPA \$33,333.34 one year from payment of second payment, but no earlier than Jan.1, 2026.
  
3. Duties of City. In consideration of BMPA's sponsorship (on behalf of KCF), City agrees to the following:
  - a. The City will continue to designate Bays Mountain's Fox Habitat feature as the "Red Fox Habitat sponsored by The Kingsport Community Foundation" or alternative name agreed upon in writing by both parties. The City will allow access and permission to place signage for the Fox Habitat in one location near the Fox Habitat with approval of the Park Manager. The city also agrees that it may promote its sponsorship of the Fox Habitat in its own Promotional materials and on the website.
  
4. Exclusive Sponsorship. During the term of The Bays Mountain Park Association's (on behalf of the KCF) sponsorship of the Fox Habitat, and during any subsequent renewal term, the City covenants and agrees that it will not enter into any other sponsorship agreement for the Fox Habitat with any entity or any individual but may have sponsorship for certain pieces or features of the Fox Habitat.
  
5. Termination. This Agreement shall terminate at the end of the initial ten (10) year term or, if renewed, at the end of the renewal term, except that:
  - a. City may terminate this Agreement upon serving written notice to BMPA if BMPA fails to make any payment due under this Agreement within thirty (30) days of the date payment is scheduled to be made.
  - b. BMPA may terminate this Agreement upon serving written notice to City if:
    - i. A default or breach of this Agreement by City occurs, and the parties are unable to resolve the default or breach within thirty (30) days following good faith discussions and negotiations as provided in Paragraph 8 below; or
    - ii. Fox Habitat is closed, materially altered, sold, or transferred to another entity, or otherwise changed such that BMPA reasonably determines it is no longer in BMPA's best interests to continue the sponsorship. In such event BMPA shall have no right to or claim for any funds paid prior to a termination under this subsection ii.

- c. Either party without cause and/or for its convenience may terminate this Agreement at any time upon written notice to the other party given at least ninety (90) days prior to the termination date, which termination shall not be a breach of this Agreement. If the City terminates this Agreement for its convenience, BMPA shall be entitled to refund of a pro rata share of the payment made by BMPA for that year, determined by dividing the amount paid for that year by 365 and then multiplying that amount by the number of days remaining from the date of such termination to the next January 1. All identification of BMPA shall be removed from Bays Mountain Park.
6. Certain Covenants. BMPA agrees and acknowledges that during the term of this Agreement it shall not take any action in any manner that would adversely affect the federal tax status of the City's bonds; and it shall conduct its onsite activities solely in furtherance of the City's tax-exempt purpose of owning and operating Bays Mountain Park for the general public and to support the City's exempt activities at Bays Mountain Park. Notwithstanding the aforementioned, this section does not prevent BMPA from hosting an event approved by the City at Bays Mountain Park.
7. No Payment for City's Bonds. The Parties shall not apply any monetary amounts derived from this Agreement to pay debt service on the City's bonds.
8. Nature of the Agreement. It is mutually agreed that this Agreement is for special, unique, and extraordinary services that provide benefits to the community at large. In the event of any breach or perceived breach of the Agreement or in the event of any other issue that may affect the parties' ability to work together or their goodwill toward one another, the parties agree that they will meet and discuss in good faith their concerns and work together toward a mutual resolution of such concerns. The parties agree that neither will terminate the Agreement nor proceed with any legal action to enforce any term of the Agreement until or unless either party makes a good faith determination that further attempts at informal and negotiated resolution under this Section have failed or are futile. However, this provision shall not limit either party's rights under provision 5.c. of this agreement.
9. Severability. In the event this Agreement, or any provision contained herein, is found to be illegal or unenforceable under the law as it is now or hereinafter in effect, either party may elect to have the parties excused from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable under the laws or regulations without affecting the validity of the remaining provisions of the Agreement.

10. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other. This Agreement does not create a partnership or joint venture and neither party is authorized to act as an agent or bind the other party except as expressly stated in this Agreement. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties except as expressly stated in Section 3 of the Agreement. City is free to enter into other sponsorship agreements to promote or support Bays Mountain Park except as prohibited by this Agreement.
11. Entire Agreement. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understanding, and discussions between the parties relating to the subject matter of this Agreement.
12. Modification or Waiver. This Agreement may be modified or amended by the parties. Any modifications or amendment of this Agreement must be authorized in writing, which may include modifications authorized by electronic mail. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.
13. Assignment. Any assignment or transfer of a right or interest under this agreement shall only be made pursuant to a written agreement between City and BMPA.
14. Notice. All notices to be given hereunder shall be transmitted in writing by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt of confirmation of receipt.

If to City:

City of Kingsport

If to:

Atten: City Manager  
415 Broad Street  
Kingsport, TN 37660

With a copy to:  
City Attorney  
Kingsport, TN 37660

With a copy to:

IN WITNESS WHEREOF, the parties have caused this Agreement to be extend by their duly authorized representatives.

**CITY OF KINGSPORT, TENNESSEE**

*Item X13.*

By: \_\_\_\_\_

Tara Smith

Its:

By: \_\_\_\_\_

Patrick W. Shull

Its: Mayor

Attest:

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

Approved as to form:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Agreement with Collective Architecture Company for Otter Habitat Design**

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

Action Form No.: AF-329-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: BMP Staff  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
If approved the City will enter into an agreement with Collective Architecture Company for Otter Habitat and Lake Terrace design.

Bids were opened on January 11, 2023, for the Bays Mountain Park Amphitheater and were rejected on May 16, 2023. After consultation with Eastman existing funds for the project were redirected to the construction of a new Otter Habitat. Current funds available for the project are \$1.504m.

On April 13, 2023, the Bays Mountain Park Commission engaged Collective Architecture Company partnered with Coyle and Carin for the development of a Park Improvement Plan for the purpose of siting and integration of current and future projects as well as connectivity to ensure a memorable visitor experience. Part of the Park Improvement Plan was a focus on the Otter Habitat.

Coyle and Carin has experience with designing Otter Habitats such as the Asian Small Claw Otter Habitat at the Smithsonian National Zoo, Discovery Place Nature Center in Charlotte, and the Ecotarium in Worcester, Massachusetts.

The Bays Mountain Park Commission gave a favorable recommendation on the proposal at their October 12, 2023, meeting.

The proposal is for \$174,270 lump sum with \$14,000 travel and project reimbursables. Biddable documents are projected to be completed by Mid Q2 2024.

- Attachments:**  
1. Resolution  
2. Agreement

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



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

A RESOLUTION APPROVING AN AGREEMENT WITH COLLECTIVE ARCHITECTURE COMPANY, LLC FOR PROJECT DESIGN AND RELATED SERVICES FOR THE OTTER HABITAT AND LAKE TERRACE AT BAYS MOUNTAIN PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city would like to enter into an agreement with Collective Architecture Company, LLC for the development of construction documents for the Bays Mountain Park's Otter Habitat and Lake Terrace project; and

WHEREAS, the scope of the professional services includes habitat design, site plans, utility plans, assistance during the bidding process, and construction administration relative to the otter habitat and lakeside terrace project at Bays Mountain Park; and

WHEREAS, the construction documents are estimated to be completed by midway through the second quarter of 2024; and

WHEREAS, the cost of the construction documents are estimated to be in the amount of \$174,270.00 with \$14,000.00 travel and project reimbursables; and

WHEREAS, funding is identified in account no.: GP2305.

Now therefore,

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

SECTION I. That an agreement with Collective Architecture Company, LLC for project design work and related services for the Otter Habitat and the Lake Terrace project at the Bays Mountain Park is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Collective Architecture Company, LLC for project design work and related services for the otter habitat project at the Bays Mountain Park, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 17th day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

10 October 2023

City of Kingsport  
P: 423-229-9486  
Dear Michael,

We are pleased to submit a scope of work, schedule and fees for design for a new otter habitat and lakeside terrace at Bays Mountain Park.

Collective Architecture Company (CAC) will provide the personnel and expertise to complete the Work described below. CAC will be Prime and will provide architectural design services. The following consultants are included in this proposal: Coyle & Caron Inc. (habitat design, site development, and life support systems), DT Wood Engineering (detailed civil components for drainage and locating utilities), Holston Engineering (mechanical, electrical and plumbing), and Spoden & Wilson Consulting Engineers (structural).

#### Project Overview

The project includes full design and construction administration services for a new otter habitat north of the Nature Center at Bays Mountain Park. The project area is approximately 16,000 square feet and includes a terrace, 5,000 square foot habitat with a 14,000-gallon pond/stream for two otters, a nighthouse and life support (LSS) equipment building. The project budget is \$1.504 million.

#### Scope of Work

##### A. Schematic Design

1. Scope and fees for schematic design for site and habitat development are covered under the PIP.
2. Onboard LSS designer, start-up mtg. with Owner to review design and maintenance criteria. Develop pool design and integrate LSS system with habitat and structures. Water source for pool is assumed to be the Lake.
3. Develop plans for nighthouse and LSS building, coordinate with LSS engineer on requirements.
4. Develop site utility requirements and schematic plans for LSS and building requirements including MEP and lake water supply.
5. Meetings: internal design coordination and Owner review.
6. Deliverables: schematic design drawings including site utilities, site plans (grading, drainage), habitat plans and details, architectural plans and elevations, MEP and LSS plans.

##### B. 50% Complete Construction Documents

1. Develop design, drawings, and sheet specs for scope of work described above including regular design team coordination and file sharing.
2. Meetings: internal design coordination and Owner review.
3. Preliminary meeting with agencies having jurisdiction.
4. Deliverables: 50% construction documents including site utilities; site plans (grading, drainage, planting) and details; habitat plans and details; architectural plans, elevations and

details; caging plans and details; structural and MEP plans and details; LSS plans, equipment lists, and details.

- C. 95% Construction Drawings
  1. Develop design, drawings, and sheet specs for scope of work described above including regular design team coordination and file sharing.
  2. Meetings: internal design coordination and Owner review.
  3. Deliverables: 95% stamped/signed construction drawings for bidding including site utilities; site plans (grading, drainage, planting) and details; habitat plans and details; architectural plans, elevations and details; caging plans and details; structural and MEP plans and details; LSS plans, equipment lists, and details.
  
- D. Bidding, 100% Construction Documents and Permit
  1. Assist Owner in preparing requests for public bid. Provide a list of pre-qualified bidders for specialty trades.
  2. Respond to bidder's questions. Prepare and issue addenda.
  3. Assist the Owner in bid review and recommendations for cost savings if applicable.
  4. Provide 100% complete CDs to Owner and selected Contractor for permit filing by Contractor.
  
- E. Construction Administration
  1. Respond to RFIs. Prepare and issue ASIs.
  2. Review and respond to submittals.
  3. Local Consultant visits to review progress of construction (6)
  4. Coyle & Caron visits to review progress of construction (6)
  5. Aiken Engineering (LSS) visits to review progress of construction (2)
  6. Site visit field reports.
  7. Project close-out and punch list.

Exclusions

- A. Printing costs for permit submission, permit fees and permit filing.
- B. Geotechnical investigation.
- C. Additional survey information that may be required including capacity and location of existing utilities.
- D. Permits for lake water withdrawal for otter pool supply.

Preliminary Schedule

10/13/2023	Contract Start
10/13-11/21	100% SD Phase
12/4-1/12/2024	50% CD Phase
1/25-2/29/2024	95% CD Phase
3/4 - 4/26/2024	Bidding & Permitting
5/6/2024	Break Ground

11/15/2024	Construction Complete
12/2024-4/2025	Animal Acclimation
4/22/2025	Project Opening (Earth Day)

Fees

- A. Lump sum fee: \$174,270.00
- B. Reimbursables Travel and Project Expenses: \$14,000.00
- C. Breakdown by Phase

Schematic Design	\$17,920.00
50% CDs	\$71,450.00
95% CDs	\$51,720.00
Bid and Permit	\$8,800.00
CA	\$24,380.00

If this proposal meets with your approval, please indicate your acceptance by signing below.

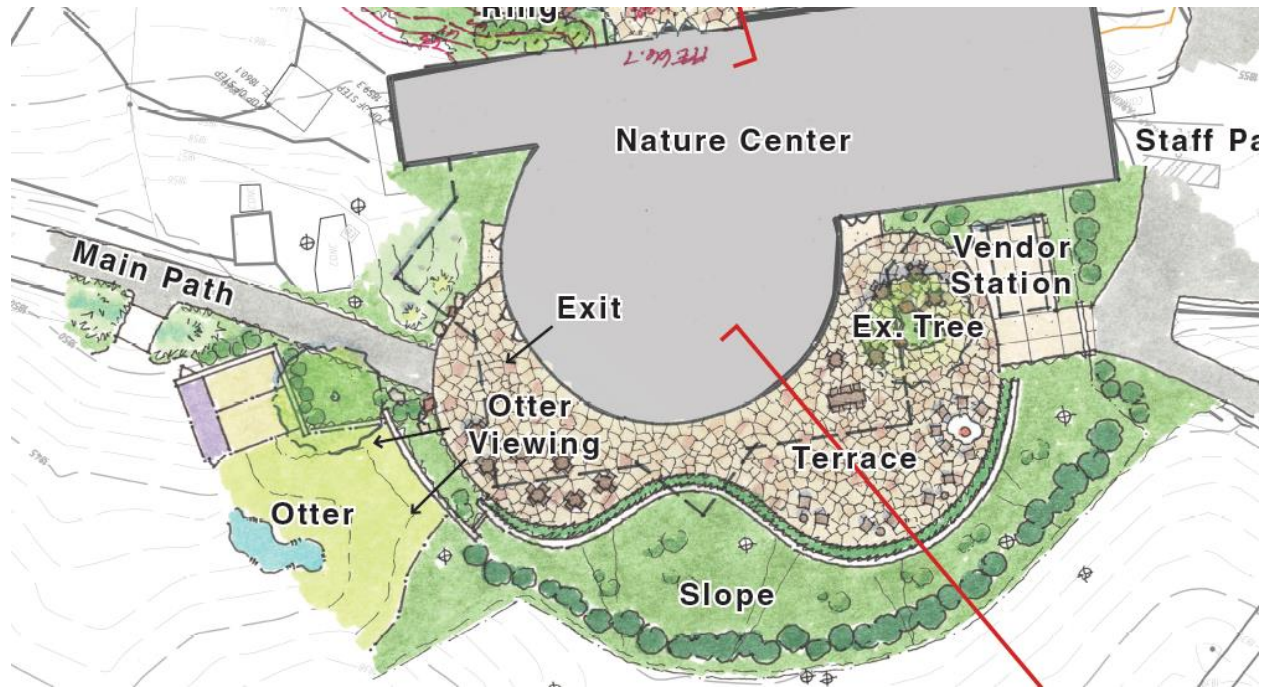
Collective Architecture Company

*Kattie J Casebolt*  
Kattie J. Casebolt, President

10/10/23  
Date

\_\_\_\_\_  
Client Signature (Print and sign)

\_\_\_\_\_  
Date



Note: PIP Phase 1 Conceptual Plan



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into an Agreement with TDOT and Sign All Applicable Documents for the State Route 93 – Derby Dr Waterline Relocation**

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

Action Form No.: AF-288-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: A. Dobbins / C. Austin  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve the Resolution.

**Executive Summary:**  
The Tennessee Department of Transportation (TDOT) is planning to realign State Route 93 in the Horse Creek Area from near Lone Star Rd to near Murrell Rd. The Chapter 86 program reimburses utilities, or in this case includes them in the construction project, for those areas that require relocation of their infrastructure that is currently in the ROW. We are working with TDOT to have this work included in the roadway plans and construction project.

This agreement allows TDOT to include the relocation of the City’s existing waterline within TDOT’s proposed State Route 93 (Derby Dr) Realignment Project.

The project will consist of the relocation of approximately 3,800 ft of 8” and 2” waterlines. The total estimated cost for the construction is estimated to be \$811,400. We must obtain our own engineer to prepare the plans to be included in their project. We have enlisted Barge Design Solutions for this task. TDOT requires the City to pay Barge for their services and then they will reimburse the City. The engineering for the project will cost \$42,900. Project funding will be available in WA2404.

- Attachments:**
- 1. Resolution
  - 2. Project Location Map
  - 3. Engineering Design Proposal
  - 4. TDOT Documentation

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STATE ROUTE 93 DERBY DRIVE WATERLINE RELOCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Department of Transportation (TDOT) is planning to realign State Route 93 in the Horse Creek Area from near Lone Star Road to near Murrell Road; and

WHEREAS, the TDOT Chapter 86 program reimburses utilities, or includes them in the construction project, for those areas that require relocation of their infrastructure that is currently in the right-of-way; and

WHEREAS, this agreement allows TDOT to include the relocation of the city's existing waterline within TDOT's proposed State Route 93 (Derby Drive) Realignment Project; and

WHEREAS, the project will consist of the relocation of approximately 3,800 feet of 8" and 2" waterlines and the total estimated cost for the construction is estimated to be \$811,400.00 and the engineering costs for the project will be approximately \$42,900.00; and

WHEREAS, TDOT requires the city to pay the engineering costs, which will be to Barge Engineers, for which TDOT will reimburse the city; and

WHEREAS, funding is available in account no.: WA2404

Now therefore,

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

SECTION I. That an agreement with Tennessee Department of Transportation for the State Route 93 (Derby Drive) waterline relocation 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 State Route 93 (Derby Drive) waterline relocation and all other 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.

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 17th day of October, 2023.

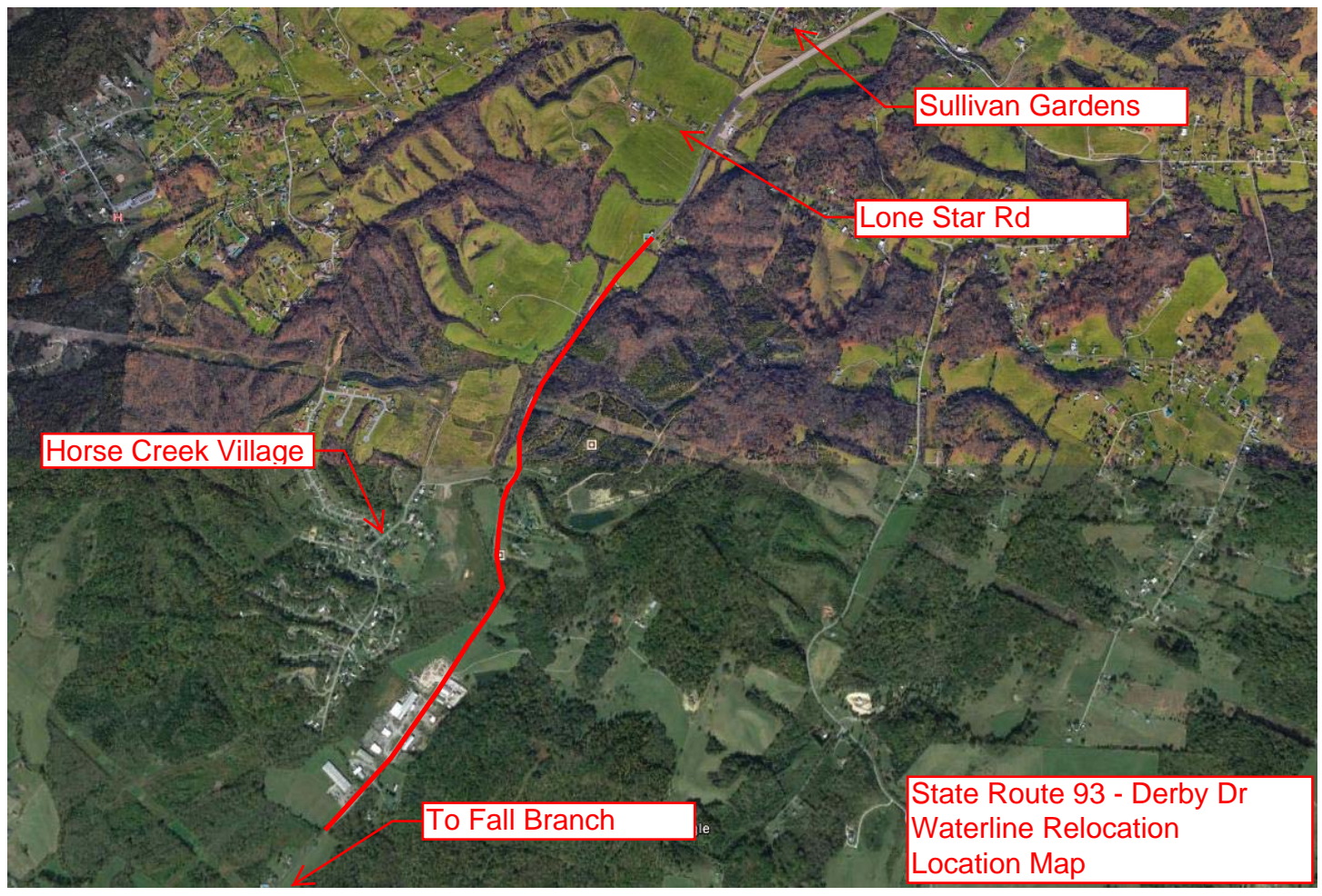
\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



Sullivan Gardens

Lone Star Rd

Horse Creek Village

To Fall Branch

State Route 93 - Derby Dr  
Waterline Relocation  
Location Map

September 27, 2023

Ms. Alys Dobbins  
City of Kingsport  
Civil Engineer  
Water Services Division  
1113 Konnarock Rd  
Kingsport, TN 37664

RE: TDOT PIN 112834.03 – S.R. 93, from south of Horse Creek to north of Derby Drive

Dear Ms. Dobbins:

Barge Design Solutions, Inc. is pleased to respond to your request for a proposal for engineering services to revise “A” date “Rainbow Drawings” and “B” date Construction Documents according to TDOT requirements for the referenced project. TDEC permitting is also included in the scope of services. Our effort is detailed in Exhibit A.

At your earliest convenience, please review our proposal and, if acceptable, provide a signed task order or other executed agreement. We will proceed with the design effort upon authorization from TDOT.

Sincerely,

**Barge Design Solutions, Inc.**



Andrew J. Clark, PE  
Project Manager

c: Mr. Nelson Elam, Barge Design Solutions

Enclosures:

Scope of Services

Barge project # 36412-02

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for the City of Kingsport (Client) for the PIN 112834.02 – Sullivan County - S.R. 93, from south of Horse Creek to north of Derby Drive. The scope of work is presented in the following elements:

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

### **I. Project Description**

The Tennessee Department of Transportation (TDOT) has planned a new road upgrade project for PIN 112834.02 - S.R. 93, from south of Horse Creek to north of Derby Drive in Sullivan County. The scope includes a total of 1.5 miles of roadway upgrades. This project will impact the City's existing water distribution system along this route which will need to be relocated, removed, and/or upgraded due to the construction activities. Barge will provide proposed routing and alignments for water infrastructure. Routing will consider excavations, embankments, roadway traffic control, and construction phasing.

### **II. Scope of Services**

Barge will prepare the detailed construction documents to be included in the State highway construction contract. Barge's effort will consist of the following:

- Approximately 4,000 linear feet of water line replacement is assumed for this project.
- Barge will utilize TDOT electronic files for the basis of the roadway design as provided by TDOT. Updated CAD versions of the A-Date Rainbow Drawings sufficient for environmental permitting and location approval will be prepared. A constructability review will be performed in relation to TDOT's roadway construction.
- Barge will submit and review the drawings in a meeting with the City.
- Barge will prepare a TDOT Master Consultant Excel Spreadsheet (MCES). Item numbers (assigned by TDOT), description of items, unit of measure, quantities, and costs will be submitted electronically to TDOT. Opinion of probable construction costs will be based on TDOT unit bid prices.
- Barge will submit revised A-Date/rainbow drawings (PDF and DGN format), MCES, and City-provided cover letter, Engineering and Utility Relocation Estimate Form 2015-16, to TDOT. Chapter 86 Eligibility and Schedule of Calendar Days have been previously submitted to TDOT by the City.

- Barge will coordinate with TDOT, local utility companies, and their consultants to deconflict utilities. This will require direct correspondence with third party utilities during design and attendance at TDOT deconfliction meetings. Two 2-hour meetings are included in the scope of services.
- Reproducible detailed Utility Relocation drawings will be prepared to be included in the state highway construction package. Drawings will be sufficient for the state contractor to bid the utility portion of the project. Drawings will be 22" x 34", with the specified TDOT title block on each sheet. A cover sheet will show estimated quantities of materials and a drawing legend. Plans will be prepared in standard TDOT MicroStation CADD format and PDF format. Details and profiles for water lines will be provided as required for the project.
- Coordinate with the City to produce Phasing and Special Work Conditions to be placed on the plans.
- Attend TDOT Construction Field Review Meeting. One 4-hour meeting is included in the scope of services.
- Barge will submit revised B-Date plans (half-size unsealed color PDF, full size black and white sealed PDF and DGN format), MCES, and technical specifications.
- Barge will prepare and submit Tennessee Department of Environment and Conservation (TDEC) Authorization to Construct Permit.

**Deliverables:**

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

1. A-Date Deliverable
  - a. Rainbow drawings in PDF format
  - b. TDOT Utility Engineering and Relocation Estimate spreadsheet with TDOT standard bid items with quantities
2. B-Date Deliverable
  - a. Construction drawings in PDF format (one black and white sealed set and one half size, unsealed color set)
  - b. DGN files of construction drawings
  - c. TDOT MCES with TDOT standard bid items with quantities
  - d. TDEC Authorization to Construct Permit



**Assumptions and Exclusions:**

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

- The project will only include replacement of lines impacted by the roadway project. Additional water line design for from roadway station 330 to station 372 is not included in the scope of services. The design scope of services does not include design to cross Horse Creek near Derby Drive.
- More than one A-Date and B-Date re-submittal requested by TDOT will be additional services.
- Meeting attendance not specified above as requested by TDOT or the City will be additional services. Barge shall not be responsible for Value Engineering, nor shall Barge be responsible for contractor phasing that is different from TDOT traffic phasing plans.
- Barge shall not be responsible for the acts or omissions of the contractor, or of any subcontractor or supplier, or any of the contractor's or subcontractor's or supplier's agents or employees or any other persons (except Barge's employees or agents) at the site or otherwise furnishing or performing any of the contractor's work.
- The Project will be bid with the roadway project and not as a stand-alone project.
- It is assumed that all utility line relocations associated with this project will be located within TDOT rights of way.

The following services are not included in the Scope of Services but can be provided by Barge upon authorization of Owner and agreement on compensation to Barge.

- Field survey
- Preparation of Easements
- Preparation of specifications. City of Kingsport Standard Specifications and Details will be utilized and referenced on the plans.
- Preparation of Storm Water Pollution Prevention Plan (SWPPP) or Aquatic Resource Alteration Plan (ARAP). Water lines will be included in the TDOT roadway project and fall within the limits of the TDOT roadway construction SWPPP and ARAP.
- Assistance responding to RFI's, addenda preparation, etc. during Bidding Phase for construction project.
- Construction Administration during construction phase:
  - Submittal and Shop Drawing Review

- Requests for Information, Change Order Preparation and Changes to the Contract
- Review of Payments to the Contractor
- Pre-Construction and Progress Meeting Attendance
- Site Visits for Engineering Interpretations, Clarifications, and Project Coordination
- Substantial and Final Completion Observation
- Resident Project Representation
- TDOT utility diaries and daily reports
- As-built field surveys of the contractor’s finished work.
- Services related to development of Owner’s project financing and/or budget.

**III. Project Schedule**

The project schedule is shown in the table below.

Tasks	Date
A-Date submittal to TDOT	10/2/2023
B-Date submittal to TDOT	2/16/2024
TDOT Letting	8/16/2024

**IV. Compensation**

Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with TDOT invoicing procedures up to the amount shown in the table below. The budget status will be summarized monthly in our progress report and invoice submittal.

Engineering Services	Fee
Water Engineering Services	\$42,900



## UTILITY ENGINEERING AND RELOCATION ESTIMATE

### UTILITY INFORMATION

Utility Name: City of Kingsport (WATER)

Utility Address: 1113 Konnarock Road

City, State: Kingsport, TN Zip Code: 37664

Phone: 423-343-9845

Contact Name: Alys Dobbins

Email: [AlysDobbins@KingsportTN.gov](mailto:AlysDobbins@KingsportTN.gov)

### CONSULTANT INFORMATION

Consultant Name: Barge Design Solutions, Inc.

Consultant Address: Four Sheridan Square, Suite 100

Kingsport, TN Zip Code: 37660

Phone: 865-934-4146

Contact Name: Andrew Clark, PE

Email: [andrew.clark@bargedesign.com](mailto:andrew.clark@bargedesign.com)

### TDOT PROJECT INFORMATION

Project Description: S.R. 93, from south of Horse Creek to north of Derby Drive

Federal Project No.: STP-93(15)

State Project No.: 82010-3236-14

County(ies): Sullivan

Revision 02/09/2023

Item X15.





# ESTIMATE OF ENGINEERING COST

**TDOT Project Number(s):** STP-93(15) 82010-3236-14

**Utility Name & Address:**  
 City of Kingsport (WATER)  
 1113 Konnarock Road  
 Kingsport, TN 37664

**County(ies):** Sullivan

**Consultant Name & Address:**  
 Barge Design Solutions, Inc.  
 Four Sheridan Square, Suite 100  
 Kingsport, TN 37660

## CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box:  Standard Contract  Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Principal	\$ 90.00	2	\$ 180.00		\$ -		\$ -
Project Manager	\$ 80.00	37	\$ 2,960.00		\$ -		\$ -
Design Engineer	\$ 34.00	77	\$ 2,618.00		\$ -		\$ -
Designer / Senior Designer	\$ 60.00	55	\$ 3,300.00		\$ -		\$ -
Techician / Draftsperson	\$ 40.00	96	\$ 3,840.00		\$ -		\$ -
Administrative	\$ 35.00	4	\$ 140.00		\$ -		\$ -
Field Inspector			\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
<b>Total Engineering Services</b>		<b>271</b>	<b>\$ 13,038.00</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.63	X 500	= \$ 315.00		\$ -		\$ -
Meals / Day:		X	= \$ -		\$ -		\$ -
Lodging / Day:		X	= \$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
<b>Total Reimbursable Expenses</b>			<b>\$ 315.00</b>		<b>\$ -</b>		<b>\$ -</b>

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
<b>Indirect/Overhead Rate (not to exceed 145%):</b>		<b>206.93%</b>	<b>\$ 26,979.53</b>	<b>125.00%</b>	<b>\$ -</b>	<b>125.00%</b>	<b>\$ -</b>
IV. PROFIT: (2.35x(1,2,3)x ALLOWABLE RATE)		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
<b>Allowable Rate (Maximum of 13%):</b>		<b>10.00%</b>	<b>\$ 3,063.93</b>	<b>10.00%</b>	<b>\$ -</b>	<b>10.00%</b>	<b>\$ -</b>

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING / SURVEY COST:		INSPECTION (Standard)		INSPECTION (Continuing)	
<b>Standard Consultant: (I+II+III+IV) =</b>	<b>\$ 43,396.46</b>	<b>Private:</b>	<b>\$ -</b>	<b>Private:</b>	<b>\$ -</b>
<b>Continuing Contract: (I+II) =</b>	<b>\$ -</b>	<b>Public:</b>	<b>\$ -</b>	<b>Public:</b>	<b>\$ -</b>
TOTAL COST (Engineering and Inspection)					
		<b>Standard Consultant:</b>	<b>\$ 43,396.46</b>	<b>Continuing Contract:</b>	<b>\$ -</b>

## IN-HOUSE ENGINEERING ESTIMATE

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Project Manager			\$ -		\$ -		\$ -
Engineer			\$ -		\$ -		\$ -
Draftsperson			\$ -		\$ -		\$ -
Administrative			\$ -		\$ -		\$ -
Field Inspector			\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
<b>Total Engineering Services</b>		<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		X	= \$ -		\$ -		\$ -
Meals / Day:		X	= \$ -		\$ -		\$ -
Lodging / Day:		X	= \$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
<b>Total Reimbursable Expenses</b>			<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
<b>Indirect/Overhead Rate (not to exceed 145%):</b>		<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>

TOTAL ENGINEERING COST:		TOTAL INSPECTION COST:	
	<b>\$ -</b>	<b>Private:</b>	<b>\$ -</b>
		<b>Public:</b>	<b>\$ -</b>

STP-93(15)  
SULLIVAN  
PIN 112834.03



# Memorandum of Understanding (For Consultant Engineering Services)

It is agreed hereto by and between the parties as follows:

The Utility and Consultant shall follow the procedures for the "Use of Consultant Engineers by Utilities" as outlined in the current issue of the Department's Standard "Utility Procedures Manual, Section 2.1 and 2.2.

All plans and adjustments, reallocations or locations of utilities within highway rights-of-way will conform to the current issue of the Department's "Rules and Regulations for Accommodating Utilities Within Highway Rights-of-way" and amendments thereto.

If the Engineer finds that it is necessary to increase the ceiling amount of the estimated engineering fee, or any part thereof, the Utility shall make a written request to the State setting forth the anticipated overrun by category of engineering services and the reasons for the overrun, subject to the approval of the State prior to incurring such costs. The profit figure as shown on the engineer's estimate will not be changed unless the scope of the work is changed. No increase shall be binding upon the State unless written prior approval is given by the State.

The plans and estimate shall be completed and submitted for review and approval in accordance with the State's project schedule. Failure of the Utility and/or the Consultant Engineer to meet the State's schedule shall result in damages assessed against the Utility in the amount of \$200.00 per working day.

The standard Certification of Consultant Form, the estimate of engineering fees and a statement of the scope of work involved are attached hereto and made a part of this memorandum.

City of Kingsport

Utility

By:  Date: 6/2/16  
Utility Signature

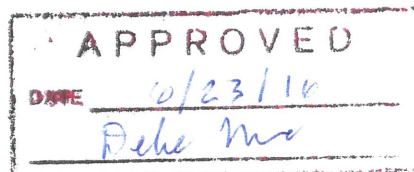
Barge Waggoner Sumner & Cannon, Inc.

Consultant Engineer

By: Nelson Elam Date: 05/19/2016  
Consultant Signature

Digitally signed by Nelson Elam  
DN: cn=Nelson Elam, ou=Laptops, OU=Kingsport, OU=BWSC Users,  
OU=BWSC, DC=cora, DC=bwsc, DC=net  
Date: 2016.05.19 14:12:04-0400

Approved:  Date: 6/7/16  
State Utilities Office





# Certification of Consultant

I hereby certify that I am the Vice President and duly authorized  
(title)  
 representative of the firm of Barge Waggoner Sumner & Cannon, Inc.  
(firm name)  
 whose address is Four Sheridan Square, Suite 100, Kingsport, TN 37660  
(firm address)  
 and

That, except as expressly stated and described herein, neither I nor the firm of  
Barge Waggoner Sumner & Cannon, Inc. has, in connection with its contract with  
(firm name)  
City of Kingsport, entered  
(utility name)  
 into pursuant to provisions of an agreement between the aforementioned utility and the  
 State of Tennessee, as a part of Federal-aid project STP-33(15) 112834.03  
(project number)

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an expense or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

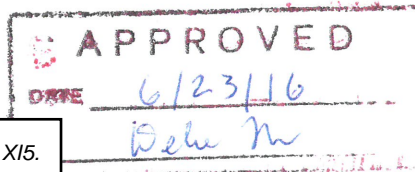
(c) paid, or agreed to pay, to any firm, company, or organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and explanation of exception, if any):

I acknowledge that this certificate is to be furnished to the State highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

May 19th. 2016  
(Date)

Nelson Elam  
(Signature)



Item XI5.



# CAD Plan files Disclaimer and Limitation of Liability Agreement

The Tennessee Department of Transportation (TDOT) is committed to providing electronic access to files. TDOT does not possess a staff that is available to provide technical support to outside parties who receive CAD files. It is important, therefore, that all potential users of these files read the following disclaimer and accept its terms as prerequisite to the use of the files.

1. TDOT makes no warranty of any kind, express or implied, with respect to the file(s) subject to this agreement, and specifically makes no warranty that said file(s) shall be fit for any particular purpose. Furthermore, any description of said file(s) shall not be deemed to create an express warranty that such file(s) shall conform to said description.
2. Receiver assumes all risk and liability for any losses, damages, claims or expenses resulting from the use or possession of any file(s) furnished by TDOT pursuant to this agreement.
3. Receiver agrees to indemnify, defend and hold harmless to the extent permitted by law TDOT, its officers, agents, and employees from and against any and all claims, suits, losses, damages and costs, including reasonable attorney's fees, arising from or by reason of receiver's use or possession with respect to any of the file(s) furnished by TDOT pursuant to this agreement, and such indemnification shall survive acceptance of said file(s) by receiver.
4. All design files are MicroStation™ drawing files (\*.dgn). Receiver agrees that TDOT cannot provide the files in other file formats, and agrees to accept the file(s) in the format provided. Receiver agrees that TDOT cannot be held responsible for problems arising from files which have been converted for use in non-native applications (e.g. MicroStation design files to Autocad).
5. Since revisions or additions to the design file(s) may occur at any time, the receiver agrees to indemnify, defend and hold harmless to the extent permitted by law TDOT, its officers, agents, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated design files, and such indemnification shall survive acceptance of said file(s) by receiver.
6. The design files are copyrighted by the Tennessee Department of Transportation and may not be resold.
7. Receiver agrees to provide TDOT with electronic files for utility relocation plans concerning the subject project.
8. These terms and conditions constitute the complete and final agreement of the parties hereto.
9. The undersigned is authorized by Barge Design Solutions, Inc. to execute this agreement on its behalf. (Firm/Agency)

## I accept the aforementioned terms and conditions.

Project: TDOT PIN 112834.03 – S.R. 93, from south of Horse Creek to north of Derby Drive

File (s): All pertinent project related files

Andrew Clark  
Signature (Receiver)

Barge Design Solutions, Inc.  
Firm /Agency

09/27/2023  
Date





October 2, 2023

Tennessee Department of Transportation  
Suite 600, James K. Polk Building  
Nashville, TN 37243

**Project:** 82010-3236-14

**County:** Sullivan

**Description:** SR93, from south of Horse Creek to north of Derby Drive

The City of Kingsport Utilities Department would like TDOT to include waterline relocation in the above state road contract with Chapter 86 reimbursement.

Please send any questions or concerns to [WSEngineers@KingsportTN.gov](mailto:WSEngineers@KingsportTN.gov).

Sincerely,

A handwritten signature in cursive script that reads "Chad E. Austin".

Chad E. Austin, PE  
Assistant Utilities Director – Engineering / Operations  
City of Kingsport, TN  
ChadAustin@KingsportTN.gov

Public Works | Water Services Division  
1113 Konnarock Rd | Kingsport, TN 37664 | P: 423-229-9454

[www.kingsporttn.gov](http://www.kingsporttn.gov)

*Clean Water*

*Public Utilities*

*Serving Citizens*

Item X15.



## UTILITY ENGINEERING AND RELOCATION ESTIMATE

### UTILITY INFORMATION

Utility Name: City of Kingsport (WATER)  
Utility Address: 1113 Konnarock Road  
City, State: Kingsport, TN Zip Code: 37664  
Phone: 423-343-9845  
Contact Name: Alys Dobbins  
Email: [AlysDobbins@KingsportTN.gov](mailto:AlysDobbins@KingsportTN.gov)

### CONSULTANT INFORMATION

Consultant Name: Barge Design Solutions, Inc.  
Consultant Address: Four Sheridan Square, Suite 100  
Kingsport, TN Zip Code: 37660  
Phone: 865-934-4146  
Contact Name: Andrew Clark, PE  
Email: [andrew.clark@bargedesign.com](mailto:andrew.clark@bargedesign.com)

### TDOT PROJECT INFORMATION

Project Description: S.R. 93, from south of Horse Creek to north of Derby Drive  
Federal Project No.: STP-93(15)  
State Project No.: 82010-3236-14  
County(ies): Sullivan

Revision 02/09/2023

Item X15.



# ESTIMATE OF ENGINEERING COST

**TDOT Project Number(s):** STP-93(15) 82010-3236-14

**Utility Name & Address:**  
 City of Kingsport (WATER)  
 1113 Konnarock Road  
 Kingsport, TN 37664

**County(ies):** Sullivan

**Consultant Name & Address:**  
 Barge Design Solutions, Inc.  
 Four Sheridan Square, Suite 100  
 Kingsport, TN 37660

## CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box:  Standard Contract  Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Principal	\$ 90.00	2	\$ 180.00		\$ -		\$ -
Project Manager	\$ 80.00	37	\$ 2,960.00		\$ -		\$ -
Design Engineer	\$ 34.00	77	\$ 2,618.00		\$ -		\$ -
Designer / Senior Designer	\$ 60.00	55	\$ 3,300.00		\$ -		\$ -
Technician / Draftsperson	\$ 40.00	96	\$ 3,840.00		\$ -		\$ -
Administrative	\$ 35.00	4	\$ 140.00		\$ -		\$ -
Field Inspector			\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
<b>Total Engineering Services</b>		<b>271</b>	<b>\$ 13,038.00</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.63	X 500	= \$ 315.00		\$ -		\$ -
Meals / Day:		X	= \$ -		\$ -		\$ -
Lodging / Day:		X	= \$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
<b>Total Reimbursable Expenses</b>			<b>\$ 315.00</b>		<b>\$ -</b>		<b>\$ -</b>

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
<b>Indirect/Overhead Rate (not to exceed 145%):</b>		<b>206.93%</b>	<b>\$ 26,979.53</b>	<b>125.00%</b>	<b>\$ -</b>	<b>125.00%</b>	<b>\$ -</b>
IV. PROFIT: (2.35x(1,2,3)x ALLOWABLE RATE)		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
<b>Allowable Rate (Maximum of 13%):</b>		<b>10.00%</b>	<b>\$ 3,063.93</b>	<b>10.00%</b>	<b>\$ -</b>	<b>10.00%</b>	<b>\$ -</b>

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING / SURVEY COST:		INSPECTION (Standard)		INSPECTION (Continuing)	
<b>Standard Consultant: (I+II+III+IV) =</b>	<b>\$ 43,396.46</b>	<b>Private:</b>	<b>\$ -</b>	<b>Private:</b>	<b>\$ -</b>
<b>Continuing Contract: (I+II) =</b>	<b>\$ -</b>	<b>Public:</b>	<b>\$ -</b>	<b>Public:</b>	<b>\$ -</b>
TOTAL COST (Engineering and Inspection)					
		<b>Standard Consultant:</b>	<b>\$ 43,396.46</b>	<b>Continuing Contract:</b>	<b>\$ -</b>

## IN-HOUSE ENGINEERING ESTIMATE

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Project Manager			\$ -		\$ -		\$ -
Engineer			\$ -		\$ -		\$ -
Draftsperson			\$ -		\$ -		\$ -
Administrative			\$ -		\$ -		\$ -
Field Inspector			\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
<b>Total Engineering Services</b>		<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		X	= \$ -		\$ -		\$ -
Meals / Day:		X	= \$ -		\$ -		\$ -
Lodging / Day:		X	= \$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
Other (Specify):			\$ -		\$ -		\$ -
<b>Total Reimbursable Expenses</b>			<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
<b>Indirect/Overhead Rate (not to exceed 145%):</b>		<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>

TOTAL ENGINEERING COST:		TOTAL INSPECTION COST:	
	<b>\$ -</b>	<b>Private:</b>	<b>\$ -</b>
		<b>Public:</b>	<b>\$ -</b>









Project No: 82010-3236-14

County: Sullivan

Date: September 29, 2023

**\*\*Submittal and completion of this form is required for consideration of reimbursement on this project.\*\***

Primary Contact: Alys Dobbins  
 E-mail: AlysDobbins@KingsportTN.gov Phone: 423-343-9845  
 Secondary Contact: Chad Austin  
 E-mail: ChadAustin@KingsportTN.gov Phone: 423-224-2509  
 Utility Name: City of Kingsport (WATER)  
 Address: 1113 Konnarock Road  
 City, State: Kingsport, TN Zip: 37664

TDOT USE ONLY	
RG Approval and Date:	
Consult Appr. Date: / /	
Amount Approved:	\$ -
HQ Approval and Date:	
CH86 Y / N	PIN#:
LET: / /	Contract #:
Easement Contract #	

Percent On Private: 100% Private ROW - #Poles / Length of facility: 3850  
 Percent On Public: 0% Public ROW - #Poles / Length of facility: 0  
 Total Percentage: 100% Total #Poles / Length of facility: 3850

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)?  Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

**NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED)**

**CHAPTER 86**

**NON-CHAPTER 86**

REIMBURSEMENT MOVE PRIOR   
 REQUESTED MOVE IN State Contract   
 (Please check ONE) Move Again

% Private / Public Relocation   
 % Private / Public MOVE IN State Contract   
 Utility Replacement Easement Reimbursement

ENGINEERING		Description	Amount
		Pre-Construction	\$ 43,081.46
		Construction	\$ -
		Construction Inspection Private	\$ -
		Construction Inspection Public	\$ -
		Reimbursable Expenses	\$ 315.00
<b>ENGINEERING COST:</b>			<b>\$ 43,396.46</b>

CONSTRUCTION (LABOR & MATERIAL)		Description	Amount
		Installation Labor	\$ 517,325.00
		Installation Materials	\$ 277,075.00
		Removal Labor	\$ 17,000.00
		Site Costs	\$ -
		Material Provided to State	\$ -
		Salvage Materials	\$ -
		Non-Usable Materials	\$ -
<b>ESTIMATED CONSTRUCTION COST:</b>			<b>\$ 811,400.00</b>

BETTERMENT		Description	Amount
		Installation Labor	\$ -
		Installation Materials	\$ -
<b>ESTIMATED UTILITY BETTERMENT COST:</b>			<b>\$ -</b>
<b>ESTIMATED REPLACEMENT EASEMENT COST:</b>			<b>\$ -</b>
<b>If cost is listed above, separate Easement Contract is needed</b>			
<b>ESTIMATED TOTAL CONSTRUCTION COST:</b>			<b>\$ 854,796.46</b>

UTILITY REIMBURSEMENT	
<b>CHAPTER 86 MOVE-IN CONTRACT:</b>	<b>\$ 43,396.46</b>
<b>CHAPTER 86 MOVE PRIOR:</b>	<b>\$ -</b>
<b>NON-CHAPTER 86 MOVE-IN CONTRACT:</b>	<b>\$ -</b>
<b>NON-CHAPTER 86 % PUBLIC/PRIVATE:</b>	<b>\$ -</b>

Does Estimate Exceed \$1.75M Cap? - N  
 Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)	
<b>RELOCATION EXCEEDS \$1.75M CAP:</b>	<b>\$0.00</b>
<b>AMOUNT OVER 75% REIMBURSEMENT:</b>	<b>\$0.00</b>
<b>ESTIMATED UTILITY BETTERMENT COST:</b>	<b>\$0.00</b>
<b>NON-CHAPTER 86 MOVE-IN CONS'T COST:</b>	<b>\$0.00</b>
<b>TOTAL UTILITY DEPOSIT:</b>	<b>\$0.00</b>

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Item X15.



# Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 82010-3236-14 COUNTY/S: Sullivan  
FEDERAL: STP-93(15) PIN: 112834.03

- 1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
- 2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
- 3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
- 4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:  
Municipally Owned  Utility District  Utility Cooperative

- 5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:  
 Water  
 Waste Water  
 Gas                     Distribution                     Transmission  
 Electric                     Distribution                     Transmission  
 Communication                     CATV                     Phone                     Fiberoptic                     Broadband  
 Street Lighting  
 Other \_\_\_\_\_

**Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Utility Name: City of Kingsport  
Utility Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Item X15.



# Declaration of Scheduled Calendar Days

Project Number: 82010-3236-14 Date: \_\_\_\_\_

Description: S.R. 93, from south of Horse Creek to north of Derby Drive

County: Sullivan

Utility Name: City of Kingsport (WATER)

Address: 1113 Konnarock Road

City, State: Kingsport, TN Zip Code: 37664

Phone Number: 423-343-9845 Fax Number: \_\_\_\_\_

- Type of Facilities:  Water  Sewer  Gas  Telephone  Electric  
 CATV  Fiberoptic  Other

Required Period services cannot be interrupted: Potable water service must be maintained at all times.

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	60	2
Mobilize Work Force (including Bidding process if Required)	10	3
Complete Relocation	75	4
Total Days To Complete	145	

### Special Conditions:

- Potable water service must be maintained at all times within the project area. The new line must be installed, tested and disinfected prior to placing into service.
- Allows for shop drawing submittal, shop drawing review, and delivery of materials.
- Allows for mobilization of equipment and materials to the site.
- Allows for main line installation, testing, connections, and service connections to the main.

Chad E. Smith 10/21/2023  
 Signature of submitting Utility Representative Date

\_\_\_\_\_  
 Signature of submitting State Representative Date

**Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.**

Item XI5.

## TDOT Utility Office Maintenance of Traffic Procedures.

Except in emergencies, no lane closures will be permitted on any state routes with 30,000 or greater Average Daily traffic or any interstate routes, without the explicit consent of the TDOT Project Engineer. On projects where work is required in traffic lane(s) or where a lane closure is necessary for public safety, the Utility must submit a request to the Department at least seven (7) working days prior to the date of the anticipated lane closure(s). All requests for lane closure(s) must list the exact location, the time that the closure will begin, the estimated duration and reasons for the proposed lane closure(s).

If all lanes in one or both directions on an interstate route are to be closed for any length of time, the Utility must submit their request at least fourteen (14) calendar days before the anticipated event.

No lane closures or traffic restrictions will be allowed on the following days

### **Good Friday**

### **Easter**

After 6:00 pm on the Thursday preceding Good Friday through and including Easter Sunday

### **Memorial Day**

After 12:00 noon on the preceding Friday through Memorial Day

### **July 4**

The observed holiday and preceding day plus weekend days either preceding or following these two days

### **Labor Day**

After 12:00 noon on the preceding Friday through Labor Day

### **Thanksgiving**

After 12:00 noon on Wednesday before Thanksgiving through Sunday following Thanksgiving

### **Christmas/New year's Day**

December 24 through January 1 and any preceding and/or following days that fall on a weekend

Offroad work will be allowed but only to the extent that NO impact will be caused to the highway users.

During any suspension of work, the Utility shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof as may be directed by the TDOT Project Engineer for the temporary accommodation of necessary traffic during the anticipated period of suspension. Thereafter, and until issuance of an order for the resumption of construction operations, the maintenance of the temporary route or line of travel will be by the Utility. When work is resumed, the Utility will replace or renew any work or materials lost or damaged because of such temporary use of the project; shall remove, to the extent directed by the TDOT Project Engineer, any work or materials used in the temporary maintenance, and shall complete the project in every respect as though its prosecution had been continuous.



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving an Amendment to the Charter of the Industrial Development Board of the City of Kingsport, Tennessee**

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

Action Form No.: AF-316-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: Bart Rowlett  
Presentation By: Chris McCartt

**Recommendation:**

Approve the resolution.

**Executive Summary:**

The Industrial Development Board of the City of Kingsport, Tennessee (IDB), seeks an amendment of its charter which would remove the requirement for two (2) of its nine (9) directors that they be qualified electors and taxpayers of the City of Kingsport. This amendment requires approval of the Board of Mayor and Aldermen.

The IDB is a public not-for-profit corporation organized under and pursuant to the provisions of Tenn. Code Ann. § 7-53-101 *et. seq.*, which the Board of Mayor and Aldermen authorized the establishment of pursuant to Resolution No. 283.

Pursuant to the original charter and the provisions of Tenn. Code Ann. § 7-53-301(a) as written at the time of incorporation, the IDB has 9 directors all of whom are duly qualified electors and taxpayers of the City of Kingsport. With the enactment of Public Chapter 128 which became effective on April 4, 2023, Tenn. Code Ann. § 7-53-301(a) has been amended to remove the requirement that members of the board of directors for an industrial development corporation be qualified electors and taxpayers in the city that created it.

The board of directors of the IDB requests the board approve an amendment to the Charter of the IDB removing the requirement that two (2) of its nine (9) directors be qualified electors and taxpayers of the City of Kingsport.

**Attachments:**

- 1. Resolution

Item X16.

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

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

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CHARTER OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE AND APPROVING THE FORM OF THE PROPOSED AMENDMENT

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee (IDB) is a public not for profit corporation organized under and pursuant to the provisions of Tenn. Code Ann. § 7-53-101 *et. seq.*, which the Board of Mayor and Aldermen authorized the establishment of pursuant to Resolution No. 283; and

WHEREAS, pursuant to the original charter and the provisions of Tenn. Code Ann. § 7-53-301(a) as written at the time of incorporation, the IDB has 9 directors all of whom are duly qualified electors and taxpayers of the City of Kingsport; and

WHEREAS, Public Chapter 128 which became effective on April 4, 2023, amended Tenn. Code Ann. § 7-53-301(a) to remove the requirement that all members of the board of directors for an industrial development corporation be qualified electors and taxpayers in the city that created it; and

WHEREAS, the board of directors of the IDB have applied to the board seeking approval of an amendment to the Charter of the IDB removing the requirement that two (2) of its nine (9) directors be qualified electors and taxpayers of the City of Kingsport; and

WHEREAS, pursuant to Tenn. Code Ann. § 7-53-204, any amendment to the Charter of the IDB must be presented to the Board of Mayor and Aldermen for their review and approval.

Now therefore,

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

SECTION I. That upon careful review the board finds and determines that it is wise, expedient, necessary and advisable that the proposed Amendment to the Charter of the Industrial Development Board of the City of Kingsport, Tennessee be made, and the board hereby authorizes the same to be made by IDB.

SECTION II. That the board finds and determines that the proposed Amendment to the Charter of the Industrial Development Board of the City of Kingsport, Tennessee, is in appropriate form and is an appropriate instrument to be accepted and approved by the board for the purpose intended, the amendment being fully set forth herein:

SECOND ARTICLES OF AMENDMENT  
TO THE CHARTER OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE

Pursuant to the provisions of Tenn. Code Ann. § 48-60-105 of the Tennessee Non-Profit Corporation Act and to Tenn. Code Ann. § 7-53-204 of the Industrial Development Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Charter:

1. The name of the corporation is The Industrial Development Board of the City of Kingsport, Tennessee.

2. The Charter of Incorporation is amended to delete Article VI in its entirety and to replace it with the following new Article VI:

ARTICLE VI

The Board of Directors of the Corporation shall consist of 9 persons, of which at least 7 must be duly qualified electors of, and taxpayers in the City of Kingsport, Tennessee. All directors shall be elected by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee and such directors shall be so elected as to hold office for staggered terms. No member shall serve more than 3 full terms unless approved by the Board of Mayor and Aldermen. The directors shall be chosen from the membership of the Chamber of Commerce, Board of Trade, or other similar civic organizations of such unless in the judgement of such Board of Mayor and Aldermen there are no members of such organizations who are both suitable and available to serve as Directors of the Corporation, all in accordance with Tenn. Code Ann. § 7-53-301.

3. This amendment will not necessitate, nor does it provide for any exchange, reclassification, or cancellation of any membership status in the Corporation.

4. This amendment was duly adopted at a meeting of the Board of Directors held on September 5, 2023. The corporation does not have members and therefore no member approval is necessary.

5. Pursuant to Tenn. Code Ann. § 7-53-204, these amendments were authorized and approved by appropriate Resolution \_\_\_\_\_ duly adopted by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, on \_\_\_\_\_, 2023.

6. The effective date of this amendment is the date on which this amendment is filed with the Secretary of State.

SECTION III. That the board authorizes and directs IDB to execute the Articles of Amendment as presented and take all steps necessary to properly file the Articles of Amendment with the Tennessee Secretary of State's office and take any and all acts necessary and proper to effectuate amendment.

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

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

ADOPTED this the 17th day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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





September 5, 2023

**VIA HAND DELIVERY**

Board of Mayor and Aldermen  
The City of Kingsport, Tennessee  
415 Board Street  
Kingsport, Tennessee 37660

*RE: Amendment to the Charter of The Industrial Development Board of the City of Kingsport*

Dear Board of Mayor and Aldermen:

This letter shall serve as our formal application from the board of directors of The Industrial Development Board of the City of Kingsport, Tennessee, pursuant to TENN. CODE ANN. § 7-53-204, seeking permission from the Board of Mayor and Aldermen for amendment of the Charter of The Industrial Development Board of the City of Kingsport. Public Chapter 128 became effective on April 4, 2023, which removed the requirement that members of the board of directors for an industrial development corporation be qualified electors and taxpayers in the city that created it.

At its September 5, 2023 meeting, the six undersigned directors present unanimously voted to propose to amend Article VI of the Charter of The Industrial Development Board of the City of Kingsport to remove the requirement that two (2) of its nine (9) directors be qualified electors and taxpayers of the City of Kingsport, Tennessee. If approved, the amendment will only require seven (7) of the nine (9) directors be qualified electors and taxpayers of the City of Kingsport, Tennessee.

Before the amendment may be filed with the Secretary of State, it must be approved by appropriate resolution from the Board of Mayor and Aldermen. We have enclosed the resolution and the proposed amendment for your consideration. If the Board of Mayor and Aldermen approves the amendment, the directors of The Industrial Development Board of the City of Kingsport, Tennessee will execute the amendment and file it with the Tennessee Secretary of State.

Sincerely,

Pat Breeding

Pat Breeding, Board Member

Craig Denison

Craig Denison, Chair

Bob Harshbarger

Bob Harshbarger, Board Member

Thomas W Kennedy

Thomas Kennedy, Board Member

Stephen LaHair

Stephen LaHair, Assistant Treasurer


CeeGee McCord

CeeGee McCord, Vice Chair

Signature: Pat Breeding  
Pat Breeding (Oct 3, 2023 13:56 EDT)  
Email: pat@grcinc.com

Signature: Craig Denison  
Craig Denison (Oct 3, 2023 16:08 EDT)  
Email: cdenison@bankoftennessee.com

Signature:   
Bob Harshbarger (Oct 3, 2023 16:43 EDT)  
Email: pestlemortar@gmail.com

Signature:   
Thomas Kennedy (Oct 3, 2023 18:14 EDT)  
Email: tkennedy@ecu.org

Signature: Stephen LaHair  
Stephen LaHair (Oct 11, 2023 16:49 EDT)  
Email: stephenlahair@yahoo.com

Signature:   
Email: ceegeoneillmccord@gmail.com

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

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CHARTER OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE AND APPROVING THE FORM OF THE PROPOSED AMENDMENT

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee (IDB) is a public not for profit corporation organized under and pursuant to the provisions of Tennessee Code Ann. § 7-53-101 *et. seq.*, which the Board of Mayor and Aldermen authorized the establishment of pursuant to Resolution No. 283; and

WHEREAS, pursuant to the original charter and the provisions of Tennessee Code Annotated 7-53-301(a) as written at the time of incorporation, the IDB has 9 directors all of whom are duly qualified electors and taxpayers of the City of Kingsport; and

WHEREAS, Public Chapter 128 which became effective on April 4, 2023, amended Tennessee Code Annotated 7-53-301(a) to remove the requirement that all members of the board of directors for an industrial development corporation be qualified electors and taxpayers in the city that created it; and

WHEREAS, the board of directors of the IDB have applied to the board seeking approval of an amendment to the Charter of the IDB removing the requirement that two (2) of its nine (9) directors be qualified electors and taxpayers of the City of Kingsport; and

WHEREAS, pursuant to Tennessee Code Annotated § 7-53-204, any amendment to the Charter of the IDB must be presented to the Board of Mayor and Aldermen for their review and approval.

Now therefore,

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

SECTION I. That upon careful review the board finds and determines that it is wise, expedient, necessary and advisable that the proposed Amendment to the Charter of the Industrial Development Board of the City of Kingsport, Tennessee be made and the board hereby authorizes the same to be made by IDB.

SECTION II. That the board finds and determines that the proposed Amendment to the Charter of the Industrial Development Board of the City of Kingsport, Tennessee, is in appropriate form and is an appropriate instrument to be accepted and approved by the board for the purpose intended, the amendment being fully set forth herein:

SECOND ARTICLES OF AMENDMENT  
TO THE CHARTER OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE

Pursuant to the provisions of TENN. CODE ANN. § 48-60-105 of the Tennessee Non-Profit Corporation Act and to TENN. CODE ANN. § 7-53-204 of the Industrial Development Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Charter:

1. The name of the corporation is The Industrial Development Board of the City of Kingsport, Tennessee.
2. The Charter of Incorporation is amended to delete Article VI in its entirety and to replace it with the following new Article VI:

ARTICLE VI

The Board of Directors of the Corporation shall consist of 9 persons, of which at least 7 must be duly qualified electors of, and taxpayers in the City of Kingsport, Tennessee. All directors shall be elected by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee and such directors shall be so elected as to hold office for staggered terms. No member shall serve more than 3 full terms unless approved by the Board of Mayor and Aldermen. The directors shall be chosen from the membership of the Chamber of Commerce, Board of Trade, or other similar civic organizations of such unless in the judgement of such Board of Mayor and Aldermen there are no members of such organizations who are both suitable and available to serve as Directors of the Corporation, all in accordance with TENN. CODE ANN. § 7-53-301.

3. This amendment will not necessitate nor does it provide for any exchange, reclassification, or cancellation of any membership status in the Corporation.

4. This amendment was duly adopted at a meeting of the Board of Directors held on September 5, 2023. The corporation does not have members and therefore no member approval is necessary.

5. Pursuant to TENN. CODE ANN. §7-53-204, these amendments were authorized and approved by appropriate Resolution \_\_\_\_\_ duly adopted by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, on \_\_\_\_\_, 2023.

6. The effective date of this amendment is the date on which this amendment is filed with the Secretary of State.

SECTION III. That the board authorizes and directs IDB to execute the Articles of Amendment as presented and take all steps necessary to properly file the Articles of Amendment with the Tennessee Secretary of State's office and take any and all acts necessary and proper to effectuate amendment.

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

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

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT 1

SECOND ARTICLES OF AMENDMENT  
TO THE CHARTER OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF KINGSPORT, TENNESSEE

Pursuant to the provisions of TENN. CODE ANN. § 48-60-105 of the Tennessee Non-Profit Corporation Act and to TENN. CODE ANN. § 7-53-204 of the Industrial Development Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Charter:

1. The name of the corporation is The Industrial Development Board of the City of Kingsport, Tennessee.
2. The Charter of Incorporation is amended to delete Article VI in its entirety and to replace it with the following new Article VI:

ARTICLE VI

The Board of Directors of the Corporation shall consist of 9 persons, of which at least 7 must be duly qualified electors of, and taxpayers in the City of Kingsport, Tennessee. All directors shall be elected by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee and such directors shall be so elected as to hold office for staggered terms. No member shall serve more than 3 full terms unless approved by the Board of Mayor and Aldermen. The directors shall be chosen from the membership of the Chamber of Commerce, Board of Trade, or other similar civic organizations of such unless in the judgement of such Board of Mayor and Aldermen there are no members of such organizations who are both suitable and available to serve as Directors of the Corporation, all in accordance with TENN. CODE ANN. § 7-53-301.

3. This amendment will not necessitate nor does it provide for any exchange, reclassification, or cancellation of any membership status in the Corporation.
4. This amendment was duly adopted at a meeting of the Board of Directors held on September 5, 2023. The corporation does not have members and therefore no
































# Amendment to Charter

Final Audit Report

2023-10-12


Created:	2023-10-02
By:	Donna Sandefur (dsandefur@wwmgs.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkJ0bp_e5gLFp-c5KnB4SyeTythLcf9rw

## "Amendment to Charter" History

-  Document created by Donna Sandefur (dsandefur@wwmgs.com)  
2023-10-02 - 8:24:26 PM GMT
-  Document emailed to pat@grcinc.com for signature  
2023-10-02 - 8:26:33 PM GMT
-  Email viewed by pat@grcinc.com  
2023-10-03 - 5:53:20 PM GMT
-  Signer pat@grcinc.com entered name at signing as Pat Breeding  
2023-10-03 - 5:56:00 PM GMT
-  Document e-signed by Pat Breeding (pat@grcinc.com)  
Signature Date: 2023-10-03 - 5:56:02 PM GMT - Time Source: server
-  Document emailed to Craig Denison (cdenison@bankoftennessee.com) for signature  
2023-10-03 - 5:56:04 PM GMT
-  Email viewed by Craig Denison (cdenison@bankoftennessee.com)  
2023-10-03 - 8:06:50 PM GMT
-  Document e-signed by Craig Denison (cdenison@bankoftennessee.com)  
Signature Date: 2023-10-03 - 8:08:01 PM GMT - Time Source: server
-  Document emailed to pestlemortar@gmail.com for signature  
2023-10-03 - 8:08:03 PM GMT
-  Email viewed by pestlemortar@gmail.com  
2023-10-03 - 8:42:36 PM GMT
-  Signer pestlemortar@gmail.com entered name at signing as Bob Harshbarger  
2023-10-03 - 8:43:39 PM GMT

 Document e-signed by Bob Harshbarger (pestlemortar@gmail.com)


Signature Date: 2023-10-03 - 8:43:41 PM GMT - Time Source: server

 Document emailed to Thomas Kennedy (tkennedy@ecu.org) for signature

2023-10-03 - 8:43:43 PM GMT

 Email viewed by Thomas Kennedy (tkennedy@ecu.org)

2023-10-03 - 8:44:23 PM GMT

 Document e-signed by Thomas Kennedy (tkennedy@ecu.org)


Signature Date: 2023-10-03 - 10:14:34 PM GMT - Time Source: server

 Document emailed to stephenlahair@yahoo.com for signature


2023-10-03 - 10:14:35 PM GMT

 Email viewed by stephenlahair@yahoo.com


2023-10-11 - 8:45:56 PM GMT

 Signer stephenlahair@yahoo.com entered name at signing as Stephen LaHair

2023-10-11 - 8:49:33 PM GMT

 Document e-signed by Stephen LaHair (stephenlahair@yahoo.com)

Signature Date: 2023-10-11 - 8:49:35 PM GMT - Time Source: server

 Document emailed to CeeGee McCord (ceegeeoneillmccord@gmail.com) for signature

2023-10-11 - 8:49:37 PM GMT

 Email viewed by CeeGee McCord (ceegeeoneillmccord@gmail.com)

2023-10-12 - 1:56:22 PM GMT

 Document e-signed by CeeGee McCord (ceegeeoneillmccord@gmail.com)

Signature Date: 2023-10-12 - 1:57:26 PM GMT - Time Source: server

 Agreement completed.

2023-10-12 - 1:57:26 PM GMT





**AGENDA ACTION FORM**

**Consideration of a Resolution Declaring Property Surplus and Conveying said Property to KHRA**

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

Action Form No.: AF-317-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: Rowlett/Harmon  
Presentation By: Chris McCartt

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
The city acquired a parcel of property from the Kingsport Corporation in 1940 as part of the Robert E. Lee school, which is currently Cora Cox.

The parcel which is more particularly described as Tax Parcel 046O A 051.00 is adjacent to the former Lee Apartment area, which is owned by KHRA. Based upon the parcels size, location, and dimensions it is of nominal value and of little utility to the city. The Planning Commission and the City Recorder has deemed the property surplus, and the city would like to convey the property to the Kingsport Housing and Redevelopment Authority by Quitclaim Deed for \$1.00.

- Attachments:**
- 1. Resolution
  - 2. 1940 Deed
  - 3. Map

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

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

A RESOLUTION APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY; AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED CONVEYING THE PROPERTY AND ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, pursuant to Article I, Sec. 2(8), the board is authorized to dispose of real property by any method deemed advisable; and

WHEREAS, on March 29, 1940, the city acquired approximately 6,250 square feet of property located at 926 Poplar Street, being Lot 13, Block 64, by Deed recorded in Deed Book 40A, Page 529, from the Kingsport Corporation to the city, said property being near to the former Robert E. Lee school property (currently Cora Cox); and

WHEREAS, a portion of Lot 13 became right of way for East Sevier Avenue; and

WHEREAS, the planning commission and the city recorder have declared the remainder of Lot 13 as surplus as the city has no further need for the property; and

WHEREAS, the Kingsport Housing and Redevelopment Authority (KHRA) has requested that the city convey the remaining property to KHRA for its use; and

WHEREAS, based on the limited use of the property as a result of its size and dimensions, taken in consideration with its proximity to a larger parcel owned by KHRA, it is deemed advisable to convey the property to KHRA for One Dollar (\$1.00); and

WHEREAS, it is deemed advisable based on the relevant factors that the requirements of Kingsport Code of Ordinances section 2-570 be waived as permitted by Kingsport Code of Ordinances section 2-570(6) so as to permit the transfer of the property to KHRA.

Now therefore,

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

SECTION I. That the remainder of Lot 13, Block 64 of the City of Kingsport, being more particularly described as Tax Parcel 0460 A 051.00 with a street address of 926 Poplar Street is declared surplus.

SECTION II. That the board approves the conveyance, by quitclaim deed, to the Kingsport Housing and Redevelopment Authority (KHRA), the real property described as follows:

Being the remainder of Lot Thirteen, Block 64 of the City of Kingsport, the totality of Lot 13 is described as follows: beginning at a point in the northerly side line of Poplar Street, corner for Lot No. 12, and distant easterly along said side line of said street six hundred twenty-four and eighty-four hundredths (6being Lott from its intersection with the easterly sideline of Dale Street; thence easterly along said side line of Poplar Street fifty (50) feet to a point; thence northerly along a line at right angle with the said side line of Poplar Street one hundred and twenty-five (125) feet to a point; thence westerly along a line parallel to the said sideline of Poplar Street fifty (50) feet to a

point, corner for Lot No. 12; thence southerly along the line of Lot No. 12, and at right angle with the last described course, one hundred and twenty five (125) feet to the point of beginning, and being Tax Parcel 046O A 051.00.

SECTION III. That, the mayor, or in his absence, incapacity or failure to act, the vice-mayor, is hereby authorized to execute and deliver, in a form approved by the city attorney, a quitclaim deed to the Kingsport Housing and Redevelopment Authority conveying the property described above by quitclaim deed as a donation for One Dollar (\$1.00) consideration.

SECTION IV. That the mayor or in his absence, incapacity or failure to act, the vice-mayor, is hereby authorized to execute and deliver, in a form approved by the city attorney, any other documents necessary and property to effectuate the purpose of this resolution.

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

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

ADOPTED this the 17th day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

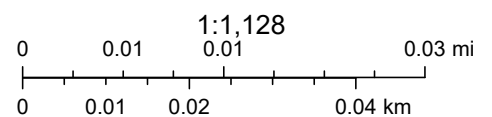
\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY

# Sullivan County - Parcel: 046O A 051.00



Date: October 2, 2023

County: Sullivan  
Owner: KINGSPORT CITY OF  
Address: POPLAR ST 926  
Parcel Number: 046O A 051.00  
Deeded Acreage: 0  
Calculated Acreage: 0.08  
Date of TDOT Imagery: 2019  
Date of Vexcel Imagery: 2021

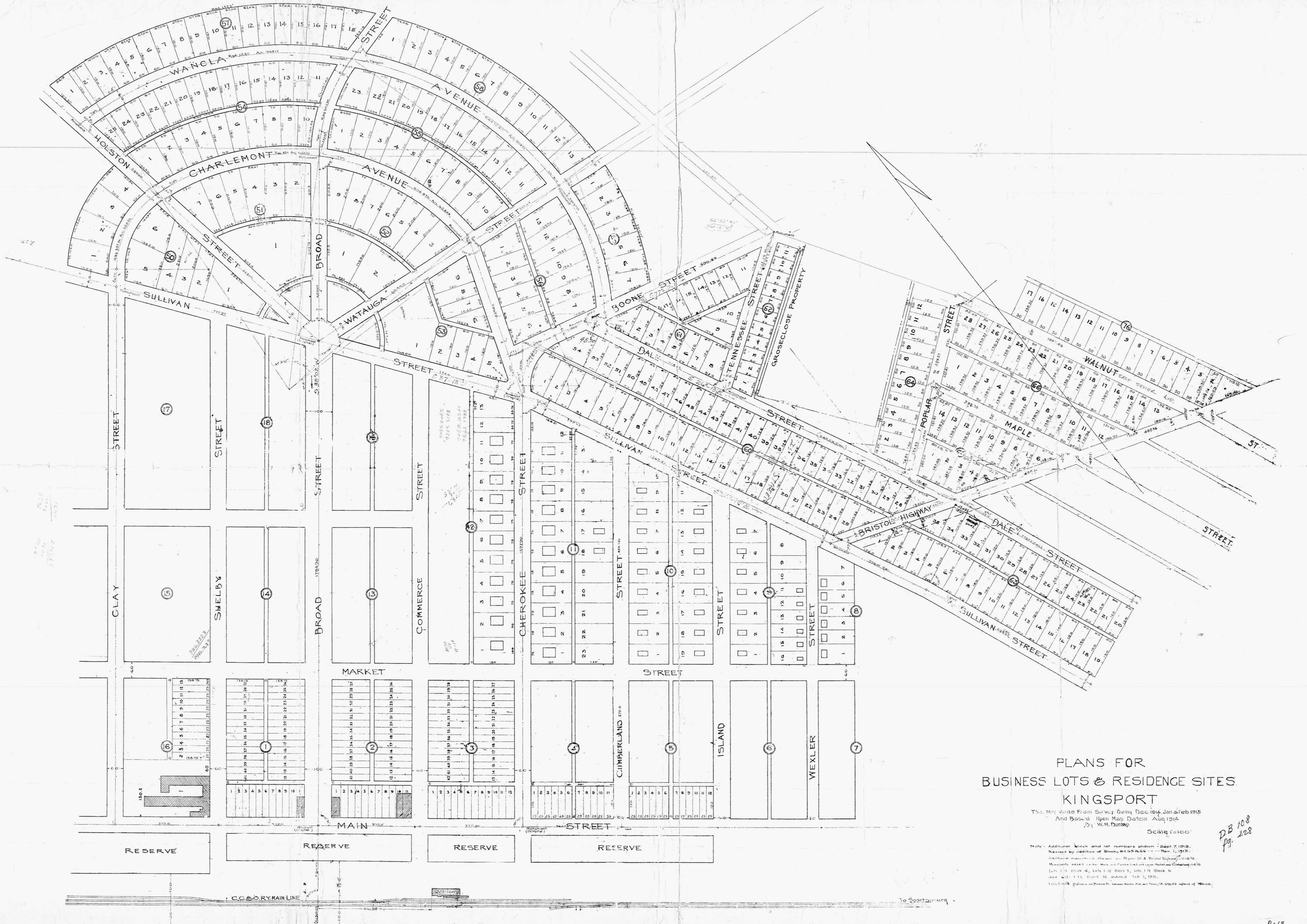


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The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Item X17.





PLANS FOR  
BUSINESS LOTS & RESIDENCE SITES  
KINGSPORT

This Map Made From Survey Dated Dec. 10, Jan. & Feb. 1915  
And Based Upon Map Dated Aug. 1914  
By W. H. Dunlap

Scale 1"=100'

Note: Additional block and lot numbers shown in Block 7 (1915).  
Revised by addition of Blocks 6, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.  
Monuments shown in Block 1 and Block 2 and upper portion of Block 3.  
Lots 1-12 Block 4; Lots 1-12 Block 5; Lots 1-12 Block 6.  
Lots 1-12 Block 7; Lots 1-12 Block 8.  
Lots 1-12 Block 9; Lots 1-12 Block 10.  
Lots 1-12 Block 11; Lots 1-12 Block 12.  
Lots 1-12 Block 13; Lots 1-12 Block 14.  
Lots 1-12 Block 15; Lots 1-12 Block 16.  
Lots 1-12 Block 17; Lots 1-12 Block 18.  
Lots 1-12 Block 19; Lots 1-12 Block 20.  
Lots 1-12 Block 21; Lots 1-12 Block 22.  
Lots 1-12 Block 23; Lots 1-12 Block 24.  
Lots 1-12 Block 25; Lots 1-12 Block 26.  
Lots 1-12 Block 27; Lots 1-12 Block 28.  
Lots 1-12 Block 29; Lots 1-12 Block 30.  
Lots 1-12 Block 31; Lots 1-12 Block 32.  
Lots 1-12 Block 33; Lots 1-12 Block 34.  
Lots 1-12 Block 35; Lots 1-12 Block 36.  
Lots 1-12 Block 37; Lots 1-12 Block 38.  
Lots 1-12 Block 39; Lots 1-12 Block 40.  
Lots 1-12 Block 41; Lots 1-12 Block 42.  
Lots 1-12 Block 43; Lots 1-12 Block 44.  
Lots 1-12 Block 45; Lots 1-12 Block 46.  
Lots 1-12 Block 47; Lots 1-12 Block 48.  
Lots 1-12 Block 49; Lots 1-12 Block 50.  
Lots 1-12 Block 51; Lots 1-12 Block 52.  
Lots 1-12 Block 53; Lots 1-12 Block 54.  
Lots 1-12 Block 55; Lots 1-12 Block 56.  
Lots 1-12 Block 57; Lots 1-12 Block 58.  
Lots 1-12 Block 59; Lots 1-12 Block 60.  
Lots 1-12 Block 61; Lots 1-12 Block 62.  
Lots 1-12 Block 63; Lots 1-12 Block 64.  
Lots 1-12 Block 65; Lots 1-12 Block 66.  
Lots 1-12 Block 67; Lots 1-12 Block 68.  
Lots 1-12 Block 69; Lots 1-12 Block 70.  
Lots 1-12 Block 71; Lots 1-12 Block 72.  
Lots 1-12 Block 73; Lots 1-12 Block 74.  
Lots 1-12 Block 75; Lots 1-12 Block 76.  
Lots 1-12 Block 77; Lots 1-12 Block 78.  
Lots 1-12 Block 79; Lots 1-12 Block 80.  
Lots 1-12 Block 81; Lots 1-12 Block 82.  
Lots 1-12 Block 83; Lots 1-12 Block 84.  
Lots 1-12 Block 85; Lots 1-12 Block 86.  
Lots 1-12 Block 87; Lots 1-12 Block 88.  
Lots 1-12 Block 89; Lots 1-12 Block 90.  
Lots 1-12 Block 91; Lots 1-12 Block 92.  
Lots 1-12 Block 93; Lots 1-12 Block 94.  
Lots 1-12 Block 95; Lots 1-12 Block 96.  
Lots 1-12 Block 97; Lots 1-12 Block 98.  
Lots 1-12 Block 99; Lots 1-12 Block 100.

DB 108  
Pg. 228



52

5

THIS DEED, made and entered into this the 2nd day of January, 1940, by and between KINGSPORT CORPORATION, a Delaware corporation authorized to do business in the State of Tennessee, party of the first part, and CITY OF KINGSPORT, a municipal corporation of the State of Tennessee, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Thousand Dollars (\$1,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part has bargained and sold, and does hereby grant and convey, with covenants of general warranty of title, unto the party of the second part, its successors and assigns, the following described tracts or parcels of land in the City of Kingsport, Sullivan County, Tennessee:

PARCEL NO. 1: BEGINNING at a point in the northerly side line of Poplar Street, corner for Lot No. 12, and distant easterly along said side line of said street, six hundred twenty-four and eighty-four hundredths (624.84) feet from its intersection with the easterly side line of Dale Street; thence easterly along said side line of Poplar Street fifty (50) feet to a point; thence northerly along a line at right angle with the said side line of Poplar Street one hundred and twenty-five (125) feet to a point; thence westerly along a line parallel to the said side line of Poplar Street fifty (50) feet to a point, corner for Lot No. 12; thence southerly along the line of Lot No. 12, and at right angle with the last described course, one hundred and twenty-five (125) feet to the point of beginning, containing six thousand two hundred and fifty (6,250) square feet, more or less, and being Lot No. thirteen (13) of Block No. sixty-four (64).

PARCEL NO. 2: BEGINNING at a point in the southeasterly side line of Tennessee Street five hundred and sixty (560) feet northeasterly from the northeasterly side line of Dale Street, said point being a corner for Lot 11 Block 62; thence southeasterly at right angles to the said side line of Tennessee Street and with the line of Lot 11 eighty (80) feet to a point in the northwesterly line of a twenty (20) foot alley, corner for Lot 11; thence northeasterly and by an interior angle of ninety (90°) degrees sixty-four and twenty-six hundredths (64.26) feet to a point in the Robert E. Lee School Property line, a corner for the Groseclose Tract; thence northwesterly by an interior angle of ninety-two degrees and fifty-four (92° 54') minutes sixty-six and nineteen hundredths (66.19) feet to a point in the southerly side line of Tennessee Street; thence westerly by a curve to the left of radius of eight hundred and eighty-five (885) feet and with the said side line of Tennessee Street an arc distance of

forty-five and eighty-three hundredths (45.83) feet to the P. C. of said curve; thence continuing southwesterly with the said side line of Tennessee Street and by a deflection angle to the left of sixteen degrees and ten minutes (16° 10') twenty-three and ninety-four hundredths (23.94) feet to the point of BEGINNING. Containing five thousand (5,000) square feet more or less, and being Lot No. twelve (12) of Block No. sixty-two (62).

And the party of the first part hereby quit-claims and releases unto the party of the second part, but without warranties of any kind, all its right, title and interest, of whatever nature, in and to the following described tract or parcel of land lying adjacent to Parcel No. 1 as hereinabove described:

BEGINNING at a point in the northwesterly side line of Poplar Street at a distance of six hundred seventy-four and eighty four hundredths (674.84) feet northeasterly from the northeasterly side line of Dale Street, corner for Lot number 13, Block 64; thence northwesterly at right angle to the said side line of Poplar Street and with the line of said Lot 13 one hundred twenty-five (125) feet to a point in the southerly line of a twenty (20) foot alley, corner for said Lot Number 13; thence northeasterly by an interior angle of ninety degrees (90°) thirty-eight and fifty-four hundredths (38.54) feet to a point in the Robert E. Lee School property line and corner for the Groseclose Tract; thence southeasterly by an interior angle of eighty-three degrees twenty-one minutes (83° 21') and with the Robert E. Lee School property line one hundred twenty-five and eighty-five hundredths (125.85) feet to a point in the northwesterly line of Poplar Street; thence southwesterly by an interior angle of ninety-six degrees thirty-nine minutes (96° 39') and with the said northwesterly side line of Poplar Street twenty-three and ninety-seven hundredths (23.97) feet to the point of BEGINNING containing three thousand nine hundred seven (3907) square feet, more or less, and being the land between Lot 13 of Block 64 and the Robert E. Lee School.

TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns, forever.


WITNESS the signature of Kingsport Corporation, by its President, and its corporate seal hereunto affixed, attested by its Secretary, this the date first above written.

KINGSPORT CORPORATION,

By

  
President.

Attest:

  
Secretary.



Assignment bond  
to City of Memphis  
purchase of a lot.

Due 9-5-29

April 13  
M. W. Williamson

Filed for record on the 29 day of  
March 1940 at 11:15 P.M.  
Noted in No. 1 Book 9 page 129  
and recorded in Dead Book 40-A  
Page 529  
Paul Carter Register  
Sullivan Co. Tenn.

City of Memphis





**AGENDA ACTION FORM**

**Consideration of a Resolution to Amend the Agreement with Cain Rash West (CRW) for the Justice Center Renovation Project Authorizing the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-320-2023  
Work Session: October 16, 2023  
First Reading: NA  
Final Adoption: October 17, 2023  
Staff Work By: Ryan McReynolds  
Presentation By: Ryan McReynolds

**Recommendation:**  
Approve Resolution.

**Executive Summary:**

The Justice Center renovation project consolidates all court systems and associated offices operating within Kingsport to an expanded second floor of the existing Sullivan County / City of Kingsport Justice Center. The renovation also provides an opportunity for the Kingsport Police Department to redeploy their existing space and utilize the expanded space on the first floor to support their current mission.

As this project has progressed, the footprint of the expansion grew to accommodate today's needs as well as needs in the foreseeable future. Additionally, multiple layouts were developed before the final layout was produced meeting the needs of all users. Lastly, the detailed design has been revised multiple times to ensure the ability to receive a bid within the allocated project funding.

This additional effort to ensure the final design meets all needs and stays within the allocated funds has created additional activity by the city's Design Professionals, CRW. Therefore, an amendment to the agreement with CRW in the amount of \$85,500.00 is necessary to complete this work. Funding is available and identified in GP2205 and GP2402.

**Attachments:**

- 1. Resolution
- 2. CRW Proposal

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

Item X18.

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

A RESOLUTION AUTHORIZING A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAIN RASH AND WEST ARCHITECTS FOR THE JUSTICE CENTER RENOVATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, by Resolution No.: 2019-056, the board approved a professional services agreement with Cain Rash West (CRW) Architects for architectural services relative to the consolidation of courtrooms within the Justice Center and other renovations for the Justice Center Renovation Project; and

WHEREAS, CRW presents this, the third amendment, for the reevaluated scope of work for this project and staff recommends amending the professional services agreement with CRW in the amount of \$85,500.20, for the reevaluated scope of work and funding is available and identified in accounts: GP2205 and GP2402.

Now therefore,

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

SECTION I. That amendment number 3 to the Professional Services Agreement with Cain Rash and West for architectural services and for the reevaluated scope of work 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 Cain Rash and West for architectural services and a reevaluation of the scope of work for the Justice Center Renovation Project, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

ADOPTED this the 17th day of October, 2023.

---

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY

September 29, 2023

Mr. Ryan McReynolds  
City of Kingsport, TN  
415 Broad Street  
Kingsport, TN 37660

Re: Additional Architectural Services for 200 Shelby Street, Kingsport, TN – Kingsport Justice Center -  
Addendum to P.O. V00556

Dear Mr. McReynolds,

Thank you for the opportunity to provide an updated fee proposal for additional architectural design services for the City of Kingsport. This proposal is to amend the current fee for the Kingsport Justice Center Master Planning scope of work. As discussed in person and via email, this contract has been ongoing since 2018 and has been revised multiple times since between master planning phases and scope changes during design. Our last fee amendment in 2022 was based on a construction cost of \$8.8 million, and we are now designing to a target of \$18 million and were as much as \$20 million at one point. We will have costs incurred internally and through our engineers to make these changes and get this revised scope ready for bidding. At this time, we are only seeking additional fees for completion of the documents and not an adjustment based on the increased costs of construction and scope.

**CRW's Additional Fee:**

<b>Current Project Fee (including all master planning &amp; design to date)</b>	<b>= \$616,475.20</b>
<b>Current Cost Estimate for Project Scope</b>	<b>= ±\$18,000,000.00</b>
<i>A&amp;E Design Fee of 6% of Estimated Cost</i>	<i>= \$ 1,080,000.00</i>

---

Additional Fee required for Scope Revisions	= \$85,500.00
<b>Revised Project Fee (including all master planning &amp; design)</b>	<b>= \$701,975.20</b>

Finalization of the Bid Documents shall begin immediately after receiving the executed agreement from City Purchasing. Billing will occur monthly. The Owner has the right to terminate the agreement at any time but will pay for services rendered. Feel free to contact me with any questions at 423.349.7760.

Best regards,



Clinton D. Roberts, AIA, NCARB  
Cain Rash West Architects



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

A RESOLUTION APPROVING THE PURCHASE OF THE ARTWORK "DIVINE WIND" FROM ARTIST JIM GALLUCCI, SCULPTUR, LTD; AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on September 30, 2020, the city entered into an Exhibition Agreement with Artist Jim Gallucci Sculptur, LTD ("Artist") for his "Divine Wind" piece to be exhibited on the city's Sculpture Walk; and

WHEREAS, "Divine Wind" sculpture is located in the traffic circle at Netherland Inn Road and the Artwork is considered as permanent Art at its current location; and

WHEREAS, the Kingsport Public Arts Committee considered the acquisition of the Artwork at its October 6, 2023 meeting and voted to make a favorable recommendation to the board of mayor and aldermen that city should acquire the same; and

WHEREAS, the city desires to purchase said Artwork from Artist for the amount of \$5,000.00 and Artist is agreeable to sell same; and

WHEREAS, the funding is identified in account no.: NC2100.

Now therefore,

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

SECTION I. That the purchase of the artwork "Divine Wind" for the price of \$5,000.00 is approved.

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

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

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

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

ADOPTED this the 17th day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Item X19.





**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives**

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

Action Form No.: AF- 314-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: Casey Applebaum  
Presentation By: Michael T. Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved the City will enter into the Library Service Agreement with the State. This is an annual agreement which makes the Kingsport Public Library eligible to receive:

- Professional and technical assistance to library staff and board.
- Annual funds, which over the past 20 years have purchased approximately 27% of our total print collection.
- Downloadable ebook, eAudio, and magazines available through Overdrive purchased with State/Regional funds and online reference resources/databases valued at \$1,700,000.
  - Digital resources account for over 45% of the library's total circulation.
  - Kingsport Public Library ranks 7<sup>th</sup> in the state for usage of these materials.
- Statewide courier service.
- Access to direct library grants, received \$12,150 from LSTA Grant in FY23-24.

The agreement was approved, and recommendation made for BMA approval at the September 21, 2023, Library Commission Meeting.

- Attachments:**
1. Resolution
  2. Agreement

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

Item XII.1.

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

A RESOLUTION APPROVING THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES AND AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE SAME TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2023–2024

WHEREAS, the city is eligible to receive fiscal year 2023 – 2024 Tennessee State Library and Archives funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That the renewal of the Public Library Service Agreement with the Tennessee State Library and Archives which provides funding for books, access to online resources, professional training, use of the state-wide courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2023 – 2024 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2023 – 2024, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 17th day of October, 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

# State of Tennessee



The Secretary of State  
State Capitol  
Nashville, Tennessee 37243-0305

Tre Hargett  
Secretary of State

615-741-2819  
Tre.Hargett@tn.gov

## MEMORANDUM

Date: July 17, 2023

From: Tre Hargett, Secretary of State

A handwritten signature in blue ink, appearing to read "Tre Hargett".

To: Board Chairs, Public Library Board of Directors  
Public Library Directors

RE: 2023 Public Library Service Agreement

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The Regional Library System, a division of the Tennessee State Library and Archives, has made recent changes to the Public Library Service Agreement (Service Agreement) to help ensure that no state or federal funds are used to purchase books or other materials that are harmful to minors. See T.C.A. § 39-17-914.

The Service Agreement, which is acknowledged and signed annually by the respective Board Chairs of each participating public library in the Regional Library System, establishes the overarching terms, roles, and responsibilities of both an individual public library and the State Library and its Regional Libraries.

The Service Agreement contains an update providing that the library's Board of Trustees must review **annually** both the public library's Collection Development Policy and Internet Safety Policy. Additionally, the Service Agreement includes an addendum describing minimum requirements that those policies must now incorporate.

While your library may (and likely does) already include many of these minimum requirements in an existing policy, please take the time to formally review your policies and take the appropriate steps to update these policies consistent with the Service Agreement, if needed. Recognizing that policy revisions may take time, any necessary updates to your library's Collection Development Policy and Internet Safety Policy are not immediately required but *must be completed by January 1, 2024*.

Thank you for all that you do to support your local library and your community, and thank you for implementing these important requirements that will help to ensure that state and federal funds are not used to purchase books and materials that are harmful to minors.



**Department of State**  
Tennessee State Library and Archives  
1001 Rep. John Lewis Way N  
Nashville, Tennessee 37219-1115  
(615) 741-7996

**PUBLIC LIBRARY SERVICE AGREEMENT**

**Holston River**  
**Sullivan County**  
**FY2023-24**

**Responsibilities of the following Public Library(ies):** *Please list libraries below in this box.*

Kingsport Public Library & Archives

*The Public Library Board of Trustees will:*

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including:
  - The Public Library Maintenance of Effort Agreement
  - The Public Library Service Agreement
  - The Official Public Library Service Area Population Agreement
  - Official Library Board Appointment form
  - The Public Library Statistics Survey (Data Collection)
  - Tennessee Non-Metropolitan Public Library Standards Survey
  - Board of Trustees minutes and other reports made to the County or City governing body
  - A Long-Range Plan for Library Services and Technology
  - Bylaws and Policy Manual
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)
4. Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.
5. Maintain a schedule of service hours that best meets the needs of the residents and

that will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.

6. Follow all local, state and federal laws and regulations, including display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993)
7. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as the County or City may deem proper. (T.C.A. 10-3-107)
8. Adopt written bylaws and library usage policies. Bylaws must be reviewed every 3 years. With the exception of those policies listed below, usage policies must be reviewed at least every other year and filed with the region as revised and dated. The list of recommended policies can be found in the Standards for Public Libraries (*Tennessee Standards for Public Libraries 2018: Governance 3-8*). The following policies are essential for every library and must be reviewed and approved by the board annually:
  - Collection Development Policy (Includes Reconsideration of Materials Policy) –
  - Internet Safety Policy (Recognizes the Children’s Internet Protection Act – CIPA)

***See Attached Collection Development and Internet Safety Policy Minimum Requirements.***

9. For all applicable meetings, including committee meetings, follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103 & 112), a period for public comment (Public Chapter 300, 2023), and minutes properly recorded and distributed (T.C.A. 8-44-104).
10. Include Regional Director, or regional designee, in all board meetings as a non-voting participant, and provide information related to the meetings to Regional Director, or regional designee, in a timely manner. Such information should include official acts of the board and other pertinent information related to the library.
11. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including Trustee Workshops and the Tennessee Trustee Certification Program.
12. Require library staff to participate in a minimum number of hours of annual training and to report the number of hours of annual training. Training may include a combination of in person and online training.
  - a. Administrative staff: Library directors and administration will receive a

minimum of 25 hours of library related training annually, of which at least 20 hours must be regionally or state sponsored.

- b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 hours of library related training annually, of which at least 5 hours must be regionally or state sponsored.
- c. Paid staff working less than 20 hours per week will receive a minimum of 5 hours of library related training annually, of which at least 2 hours must be regionally or state sponsored.

13. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.

*The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:*

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Public Libraries, 2018

## **Responsibilities of the State Library and Its Regional Libraries**

*Subject to availability of resources, the State will:*

1. Assist County and City officials and library boards in developing a unified system of public library service for all residents of a county or city.
2. Provide professional library consultant services to local public library boards and staff, which may include:
  - Planning and Development
  - Personnel Management
  - Policy Development
  - Recruitment and Hiring of Library Directors
  - Collection Management
  - Grant Preparation Guidance
  - Automation Guidance
  - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include:
  - Materials Acquisitions
  - Original Cataloging
  - Data Collection and Analysis
  - Computer Hardware/Software Problem Resolutions
  - Shared ILS Problem Resolutions
4. Allocate and monitor State funds for a collection of library materials on indefinite loan.

5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) or other digital resources provided by the regional library system.
6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
8. Supply statistical information and data concerning the operation and use of the library.
9. Offer training specific to public library trustees, including the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
10. Offer a minimum of 30 hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

*If you wish to participate in the Regional Library System this year (July 1, 2023 through June 30, 2024), please acknowledge and agree to the Library Service Agreement as soon as possible, and any policy revisions that need to be made as indicated above, may be completed by January 1, 2024.*

\_\_\_\_\_ We currently meet and agree to all provisions in this agreement, and acknowledge that our Collection Development and Internet Safety Policy meet the new minimum requirements.

\_\_\_\_\_ We currently meet and agree to all provisions in this agreement, except potentially for the Collection Development and/or Internet Safety Policy minimum requirements, which we agree to review and update by January 1, 2024.

Date

\_\_\_\_\_  
Signature, Chair, Kingsport Public Library & Archives Board

\_\_\_\_\_  
Print Name

Date

\_\_\_\_\_  
Bessie Davis, Director of Regional Libraries

References:

*Tennessee Code Annotated, Title 10*  
*Tennessee Standards for Public*  
*Libraries, 2018*

*Revised form: 5/22/2023*



# **Tennessee Regional Library System**

## **Collection Development and Internet Safety Policy Minimum Requirements**

Local libraries must ultimately make the decision on what materials to purchase. The Tennessee Regional Library System, however, recognizes that state and federal funds are often used by the local libraries to purchase materials, either directly or through the Regional Library System, and this guidance is intended to ensure that no state and federal funds are used to purchase books and materials that are harmful to minors. To be eligible to receive funding from the Tennessee Regional Library System, public libraries in the Regional Library System must include certain requirements in their Collection Development Policies and Internet Safety Policies, as discussed below.

**Collection Development Policy:** Every library participating in the Tennessee Regional Library System must have a Collection Development Policy that reflects the following:

1. All materials are selected by the local public library in accordance with the individual public library's full Collection Development Policy;
2. The public library's Collection Development Policy is approved by the public library's Board of Trustees (or equivalent governing body) at least annually;
3. All books selected for purchase by the individual public library, through the Regional Library System or otherwise, are reviewed by the public library's director before purchase, with the library director then sharing a list or lists of newly purchased materials with the public library's Board of Trustees (or equivalent governing body);
4. No funds received are used to purchase, nor will the library otherwise acquire, material that constitutes "child pornography," is "pornographic for minors," or is "obscene;"
5. Books and materials that contain sexual themes or content are reviewed by the public library independently for age-appropriateness and cataloged accordingly – even if this overrides the age-appropriateness recommended by the publisher;
6. The library has a written, publicly accessible library materials challenge policy that (a) defines which parties may dispute or challenge the library's age-appropriate designation on materials, with such definition, at a minimum, including a parent or guardian of a minor within the library district, (b) defines the process by which a materials challenge can be initiated, and (c) provides for the results of any such dispute or challenge to be disclosed in the public library's official Board of Trustee minutes.

**Internet Safety Policy:** Every library taking part in the Tennessee Regional Library System must have an Internet Safety Policy that reflects the following:

1. The policy must include an acknowledgment that the public library is aware of, and adheres to, the Children's Internet Protection Act (CIPA),

<https://www.fcc.gov/consumers/guides/childrens-internet-protection-act>, which in part states:

**Libraries subject to CIPA are required to adopt and implement an Internet safety policy addressing:**

- a. Access by minors to inappropriate matter on the Internet;
  - b. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
  - c. Unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
  - d. Unauthorized disclosure, use, and dissemination of personal information regarding minors; and
  - e. Measures restricting minors' access to materials harmful to them.
2. Annually, the public library’s Board of Trustees must meet to discuss the library’s Internet Safety Policy in an open-to-the-public Board Meeting and document the approval of the policy in the minutes of such meeting. (This is required to maintain CIPA compliance).
  3. The public library's Board of Trustees must review compliance with CIPA annually and must specifically acknowledge compliance under one of the following methods:

**Method of compliance (Please Select One):**

1. \_\_\_\_\_ Filtering software is in use for all PCs in the library, and an Internet Usage Policy is in place, which establishes measures to restrict minors from gaining access to material that is pornographic to minors, as determined by community standards.
2. \_\_\_\_\_ The Library is not supported with federal funding.
3. \_\_\_\_\_ The Library does not offer Internet Access.



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute an Annual Renewal of Public Library Maintenance of Effort Agreement with the Tennessee State Library and Archives**

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

Action Form No.: AF- 315-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: Casey Applebaum  
Presentation By: Michael Borders

**Recommendation:**  
Approve the Resolution

**Executive Summary:**  
If approved the City will enter into an agreement with Tennessee State Library and Archives for Maintenance of Effort for FY24. The Maintenance of Effort (MOE) Agreement is required by the Tennessee State Library and Archives’ Library Service Agreement. The MOE states that funding and hours of operation will be matched or exceeded in FY24.

This State assistance received by the Kingsport Public Library through the Regional Library is intended to supplement local appropriations as required in the establishment of public libraries by the Tennessee Code Annotated, Title 10, Chapter 3. In return for State assistance, each public library desiring to belong to the Multi-County Regional system must maintain “the allocation of locally appropriated funds at a level not less than the amount appropriated the last fiscal year as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year.”

If the Kingsport Public Library fails to meet MOE efforts, the library would not only lose access to these services and funding but would also have to return all the materials purchased for the library with these funds over the last 20 plus years – which amounts to 27% of our collection. The potential loss to the library would equate to \$730,000.

- Attachments:**  
1. Resolution  
2. Agreement

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

Item XII.2.

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS AND TRAINING AND FOR SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM

WHEREAS, the Maintenance of Effort Agreement is an annual agreement that allows the library to be eligible to receive training, technical support, access to state grants, 50,000 state-funded downloadable eBooks/eAudio, 69 state-funded online databases, state-wide courier book deliveries to/from other libraries in the state, and funds for library materials from the State Library through the Holston River Regional Library (a multi-county regional system); and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That a Maintenance of Effort Agreement with Tennessee State Library and Archives, 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 Maintenance of Effort Agreement with Tennessee State Library and Archives, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

SECTION III. That the mayor is further authorized and directed 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 17th day of October, 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

# 2023 - 2024 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

## Office of the Secretary of State Tennessee State Library and Archives

*Due to the Holston River Regional Office by Friday, October 20, 2023*

**Region: Holston River**

**County(ies): Sullivan**

**Library/Library System: Kingsport Public Library**

The Office of the Secretary of State, Tennessee State Library and Archives, Regional Office is hereby notified that public funds were appropriated and expended for library services in the fiscal year just completed. This amount will be matched or exceeded during the current fiscal year. In addition, the total number of library operating hours will be maintained, per the *Public Library Service Agreement*. The undersigned acknowledge that failure to meet Maintenance of Effort (MOE) may result in the loss of all regional library services, including materials currently held at the local library(ies) paid for with State and Federal funds, and that responsibility for ensuring compliance with this agreement and the *Public Library Service Agreement* shall be shared by both the local funding entity(ies) and the Public Library Board of Trustees.

**Report only public tax dollars appropriated and expended for operation of local libraries. Do not include capital or one-time appropriations or expenditures, donated funds or pass-through money appropriated by another County or City.**

**A. Appropriated and Expended by the County(ies):**

County(ies)	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023	Expended FY 2022-2023	Appropriated FY 2023-2024
Sullivan	\$15,000.00	\$15,000.00	\$15,000.00		
<b>TOTAL</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**B. Appropriated and Expended by the City(ies):**

City(ies)	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023	Expended FY 2022-2023	Appropriated FY 2023-2024
Kingsport	\$1,328,900.00	\$1,328,900.00	\$1,375,000.00		
<b>TOTAL</b>	<b>\$1,328,900.00</b>	<b>\$1,328,900.00</b>	<b>\$1,375,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**C. Totals:**

	Appropriated FY 2021-2022	Expended FY 2021-2022	Appropriated FY 2022-2023	Expended FY 2022-2023	Appropriated FY 2023-2024
<b>TOTAL</b>	<b>\$1,343,900.00</b>	<b>\$1,343,900.00</b>	<b>\$1,390,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

# 2023 - 2024 PUBLIC LIBRARY MAINTENANCE OF EFFORT AGREEMENT

## Office of the Secretary of State Tennessee State Library and Archives

*Due to the Holston River Regional Office by Friday, October 20, 2023*

**Region:** Holston River

**County(ies):** Sullivan

**Library/Library System:** Kingsport Public Library

**D. Number of library operating hours in a normal week:**

Name of Library Building	Main or Branch Library	Number of Hours per Week FY 2021-2022	Number of Hours per Week FY 2022-2023	Number of Hours per Week FY 2023-2024	Comments
Kingsport Public Library	Main	61	61		
<b>Total</b>		<b>61</b>	<b>61</b>	<b>0</b>	

**E. Official Signatures:**

\_\_\_\_\_  
**Patrick Shull, Kingsport Mayor      Date**

\_\_\_\_\_  
**John P. Morris, Kingsport Budget Director      Date**

\_\_\_\_\_  
**Julie Hammonds, Library Board Chair      Date**

For State Library Use Only	
<i>Reviewed by:</i>	
Signature _____	Date _____
<b>Jennifer Breuer, Holston River Regional Library Director</b>	
<i>Additional notes:</i>	

<i>Approved by:</i>	
Signature _____	Date _____
James Ritter, State Librarian and Archivist	



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the City Manager to Execute a Purchase Order for Kingsport City Schools Teacher Laptops from Dell Marketing LP**

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

Action Form No.: AF-312-2023  
Work Session: October 16, 2023  
First Reading: N/A  
Final Adoption: October 17, 2023  
Staff Work By: Committee  
Presentation By: David Frye

**Recommendation:**  
Approve the resolution.

**Executive Summary:**  
The administration recommends utilizing the Wilson County Schools Cooperative Purchasing Agreement for a quantity of 200 Teacher Laptops from Dell Marketing L.P. (Contract 51AHO). The Dell Latitude 5340 laptops are \$1,057.59 each for a total cost of \$211,518.00. These laptops will replace the current laptops used by teachers and administrators at Ross N Robinson and John Sevier middle schools, as well as Cora Cox Academy.

Kingsport City Schools benefits from using cooperative purchasing contracts with the confidence we are receiving competitive pricing and knowing the products awarded have already been through the procurement process of the lead agency. Also, utilizing cooperative procurement agreements often leads to increased efficiency by decreasing the amount of time it takes from requisition entry to product receipt.

Funding will be from School General Purpose Funds.

This action was approved by the Board of Education on October 10, 2023.

**Attachments:**  
Resolution  
Quote

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



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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR 200 TEACHER LAPTOPS FOR KINGSPORT CITY SCHOOLS UTILIZING A PURCHASING COOPERATIVE AGREEMENT WITH WILSON COUNTY BOARD OF EDUCATION CONTRACT NO.: 51AHO

WHEREAS, the city entered into an agreement with Wilson County Board of Education for cooperative purchasing in December 2021; and

WHEREAS, Tenn. Code Ann. § 12-3-1205(b)(2) authorizes any local government in this state to participate in a master agreement by adopting a resolution accepting its terms. If a participant to the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, Wilson County Schools is a governmental entity of the state of Tennessee; and

WHEREAS, by utilizing the Wilson County Board of Education agreement with Dell Marketing L.P. (Contract No. 51AHO), the city can purchase 200 Dell Latitude 5340 laptops for a total cost of \$211,518.00; and

WHEREAS, the Board of Education approved this action on October 10, 2023; and

WHEREAS, funding for this project will be from the School General Purpose budget.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order to Dell Marketing L.P. for 200 Dell Latitude 5340 laptops in the amount of \$211,518.00, which will be funded by the School General Purpose budget, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 17th day of October, 2023.

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PATRICK W. SHULL, MAYOR

Item XII3.

ATTEST:

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

APPROVED AS TO FORM:

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



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000158317636.4</b>	Sales Rep	Victoria Flynn
<b>Total</b>	<b>\$211,518.00</b>	Phone	(800) 456-3355, 80000
Customer #	125498624	Email	Victoria_Flynn@Dell.com
Quoted On	Sep. 26, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Oct. 26, 2023		KINGSPORT CITY SCHOOLS
	Customer Purchase		415 BROAD ST
Contract Name	Agreement for Products and Services		KINGSPORT, TN 37660
Contract Code	C000000381302		
Customer Agreement #	Wilson County Schools		
Deal ID	25839950		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Victoria Flynn

### Additional Comments

DELL BUSINESS CREDIT: ^ If your purchase qualifies for a promotional offer, the promotion will automatically be applied to this quote and will be reflected in your monthly statement. NO INTEREST IF PAID IN FULL WITHIN 90 DAYS: Available at time of purchase on (1) qualifying XPS, Latitude, OptiPlex, Precision, Vostro, Inspiron, G-Series, Alienware \$699 or more, (2) Dell monitors \$199 or more and (3) PowerEdge, PowerVault and Dell Networking, when using Dell Business Credit on November 28, 2022 through December 8, 2022. Minimum purchase amount may be required. Minimum monthly payments are required but may not pay your purchase in full by the end of the promotional period due to purchase amount, promotion length, additional purchases or allocation of payments in excess of the minimum payment. Promotional offer is valid only when account remains in good standing. Accrued Finance Charges will be billed from the transaction posting date, if the purchase balance is not paid in full within 90 days. RESTRICTIONS: Assumes product is available. Any promotional offer is limited-time and intended for qualified customers. Offers, including those at Dell.com may vary, are subject to credit approval and may be changed without notice. PROMOTION DOES NOT INCLUDE printer cables, toner, warranty or any peripheral items. Refurbished and/or used purchases do not qualify for promotions. Promotional financing is made available to Dell Direct customers only and is not combinable with other Dell, DFS or other vendor offers.

Item XII3.

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## Shipping Group

### Shipping To

ANDY ARNOLD  
KINGSPORT CITY SCHOOLS  
1000 POPLAR ST  
KINGSPORT, TN 37660-4552  
(423) 378-2154

### Shipping Method

VALS Delivery

Product	Unit Price	Quantity	Subtotal
SI# C5T904 Dell Latitude 5340	\$1,057.59	200	\$211,518.00
<b>Subtotal:</b>			<b>\$211,518.00</b>
<b>Shipping:</b>			<b>\$0.00</b>
<b>Environmental Fee:</b>			<b>\$0.00</b>
<b>Non-Taxable Amount:</b>			<b>\$211,518.00</b>
<b>Taxable Amount:</b>			<b>\$0.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$211,518.00</b>

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

ANDY ARNOLD  
KINGSPORT CITY SCHOOLS  
1000 POPLAR ST  
KINGSPORT, TN 37660-4552  
(423) 378-2154

### Shipping Method

VALS Delivery

	Quantity	Subtotal
<b>SI# C5T904 Dell Latitude 5340</b>	<b>200</b>	<b>\$211,518.00</b>

Estimated delivery if purchased today:

Oct. 30, 2023

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5340 XCTO Base	210-BGBF	-	200	-
13th Generation Intel(R) Core(TM) i5-1345U vPro (12 MB cache, 10 cores, up to 4.7 GHz)	379-BFBR	-	200	-
Windows 10 Pro (Includes Windows 11 Pro License), English, Spanish, French, Brazilian Portuguese	619-ARSD	-	200	-
No Microsoft Office License Included	658-BCSB	-	200	-
Intel 13th Generation Core i5-1345U vPro, 16GB LPDDR5 Memory, Intel Integrated Graphics, TBT4	338-CHGB	-	200	-
Intel(R) Rapid Storage Technology Driver	409-BCWY	-	200	-
Intel vPro Enterprise Management Enabled	631-ADQH	-	200	-
16GB, 8GBx2, LPDDR5/x Onboard Memory, 4800MT/s (dual channel)	370-AHMM	-	200	-
512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOLI	-	200	-
2-in-1 13.3" FHD (1920x1080) Touch, AR+AS, IPS, 300 nits, FHD IR Cam, WLAN/WWAN (4G), Pen Supp, GGDx	391-BHGM	-	200	-
English US backlit keyboard, 79-key	583-BHBS	-	200	-
Intel AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	555-BIKS	-	200	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	200	-
3- cell, 54Wh Battery, Express Charge Capable	451-BDBL	-	200	-
65W AC Rugged adapter, USB Type-C, TCO Gen 9 compliant	492-BDJG	-	200	-
Single Pointing, No Palmrest Security Options	346-BIMQ	-	200	-
E4 Power Cord 1M for US	537-BBDO	-	200	-
Latitude 5340 2-in-1 Quick Start Guide	340-DDMG	-	200	-
ENERGY STAR Qualified	387-BBPC	-	200	-
Custom Configuration	817-BBBB	-	200	-
Dell Additional Software	658-BFQB	-	200	-
DAO Mix Model 65W Adapter (2N1) V2	340-DJWT	-	200	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	200	-
MOD,DOOR,BTM,WHN,5340V	321-BJSX	-	200	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	200	-
Windows AutoPilot	634-BRWG	-	200	-

Item XII3.

FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	200	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	200	-
Dell Limited Hardware Warranty	997-8317	-	200	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	200	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-8332	-	200	-
CFI Routing SKU	365-0257	-	200	-
CFI,Specialized Documentation, Shipping Labels, Packing Slips,Factory Install	366-0105	-	200	-
Consigned Asset Tag	366-0141	-	200	-
CFI,Information,CSRouting,Eligible,Factory Install	375-3088	-	200	-
CFI,Information,OPTIONS,ONLY,Customer Install	377-6463	-	200	-
CFI,Information,LT,2T,L2/L3,Factory Install	377-9902	-	200	-
CFI,INFO,PROLOGIC,ROUTINE,Factory Install	381-5973	-	200	-

<b>Subtotal:</b>	<b>\$211,518.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$211,518.00</b>

Item XII.3.

# Important Notes

## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING LP FOR 200 TEACHER LAPTOPS FOR KINGSPORT CITY SCHOOLS UTILIZING A PURCHASING COOPERATIVE AGREEMENT WITH WILSON COUNTY BOARD OF EDUCATION CONTRACT NO.: 51AHO

WHEREAS, the city entered into an agreement with Wilson County Board of Education for cooperative purchasing in December 2021; and

WHEREAS, Tenn. Code Ann. § 12-3-1205(b)(2) authorizes any local government in this state to participate in a master agreement by adopting a resolution accepting its terms. If a participant to the master agreement is required to advertise and receive bids, it is sufficient that the purchasing entity complied with its own requirements. The participant is required to acquire and maintain documentation that the purchasing entity complied with its own purchasing requirements; and

WHEREAS, Wilson County Schools is a governmental entity of the state of Tennessee; and

WHEREAS, by utilizing the Wilson County Board of Education agreement with Dell Marketing L.P. (Contract No. 51AHO), the city can purchase 200 Dell Latitude 5340 laptops for a total cost of \$211,518.00; and

WHEREAS, the Board of Education approved this action on October 10, 2023; and

WHEREAS, funding for this project will be from the School General Purpose budget.

Now therefore,

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

SECTION I. That the City Manager is authorized to execute a purchase order to Dell Marketing L.P. for 200 Dell Latitude 5340 laptops in the amount of \$211,518.00, which will be funded by the School General Purpose budget, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

ADOPTED this the 17th day of October, 2023.

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



ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve a Right-of-Way Easement with Kingsport Power Company**

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

Action Form No.: AF-330-2023  
Work Session: October 16, 2023  
First Reading: October 17, 2023  
Final Adoption: October 17, 2023  
Staff Work By: R. Trent  
Presentation By: M. Thompson

**Recommendation:**

Approve the Resolution.

**Executive Summary:**

In order to adequately serve the new Weigels property on New Beason Well Road, American Electric Power, d/b/a Kingsport Power Company, has requested a right-of-way easement on city-owned property.

The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

**Attachments:**

- 1. Resolution
- 2. Easement
- 3. Project 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 A  
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER  
COMPANY

WHEREAS, American Electric Power d/b/a Kingsport Power Company has requested an easement on city-owned property located on New Beason Well Road; and

WHEREAS, in doing so, the easement will enable Kingsport Power Company to adequately serve the new Weigel's being constructed on East Stone Drive, and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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 17<sup>th</sup> day of October, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

City Of Kingsport Eas No. R/W Map No. 3782 1081  
225 W Center St. W. O. No. W003611901 Job No. 23560034 Prop No. 1  
Kingsport, TN 37660 Line Weigels

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF KINGSPORT a municipal corporation organized and existing under the laws of the State of Tennessee, herein called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), or other good and valuable consideration from Kingsport, the receipt and sufficiency of which is hereby acknowledged Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 10 Civil District, County of, Sullivan, State of Tennessee, and bounded:

- On the North by the lands of New Beason Well Rd.
  - On the East by the lands of New Beason Well Rd.
  - On the South by the lands of Regions Development LLC
  - On the West by the lands of C&M Cleek Family LP
- herein after referred to as the "premises"

This line extends in a northeasterly direction from Kingsport's new pole in existing line numbered 37821081A41952 to and including new pole numbered 37821081A41953.

Being a right of way easement over the same property conveyed to Grantors herein by \_\_\_\_\_, by deed dated 12/24/2008, and recorded in Sullivan County, Deed Book No. 2728C, Page 775. Map 047, Group \_\_\_\_\_, CTL Map 047, Parcel 024.10.

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be THIS INSTRUMENT PREPARED BY KINGSPORT POWER COMPANY, 420 RIVERPORT RD, KINGSPORT, TN 37660

hereunto affixed the day and year first above written.

CITY OF KINSPORT

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Before me \_\_\_\_\_ of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport Tennessee, the within named bargainer, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Mayor.

Witness my hand and official seal in \_\_\_\_\_ County, State of \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: \_\_\_\_\_

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:


\_\_\_\_\_  
Notary Public







Item XII.4.



**Project Location Map  
AEP Easement at Station 8**