



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 1, 2019, 4:30 p.m.
City Hall, 225 W. Center St., Council Room, 2nd Floor**

Board of Mayor and Aldermen

Mayor-elect Patrick W. Shull
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman-elect Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman-elect James Phillips

Leadership Team

Chris McCartt, City Manager
Ryan McReynolds, Assistant City Manager for Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
Scott Boyd, Fire Chief

David Quillin, Police Chief
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

1. Call to Order
2. Roll Call
3. Paving Schedule – Ryan McReynolds
4. Review of Items on July 2, 2019 Business Meeting Agenda
5. Adjourn

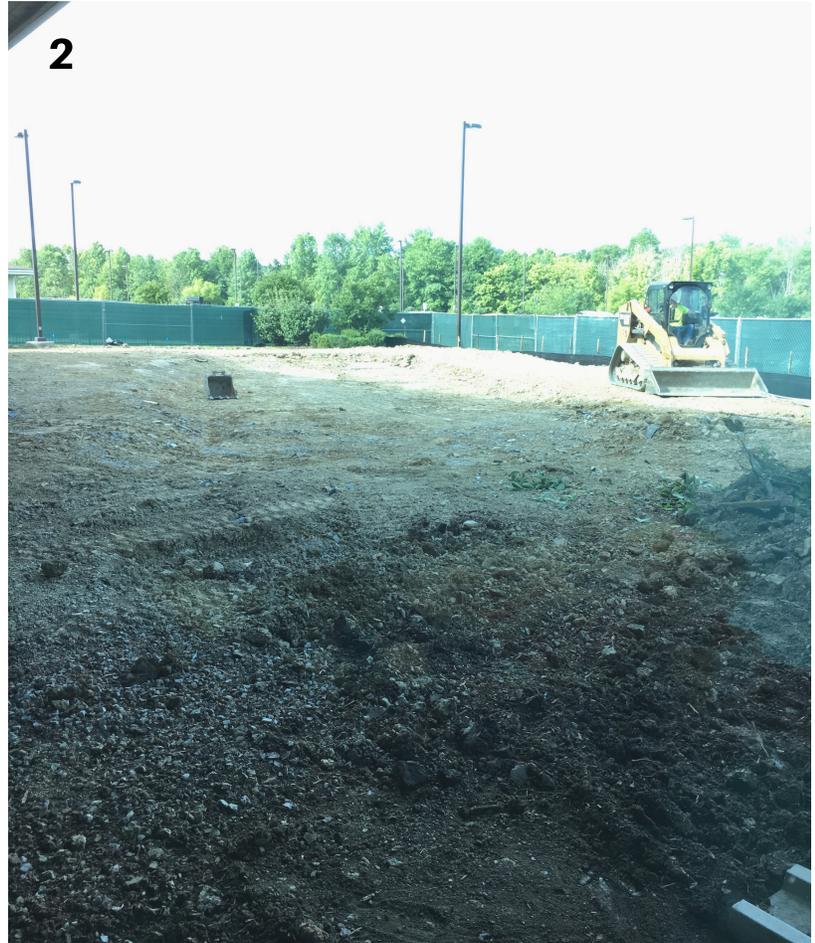
Next Work Session, July 16: Miracle Field, Opportunity Zones

Citizens wishing to comment on agenda items please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.

City of Kingsport

Project Status in Pictures

July 2, 2019



1 Waterline Replacement: Sullivan Gardens

Waterline improvements in Sullivan Gardens are in progress. The Clover Bottom Drive line is complete.

2 Aquatic Center

BurWil has broke ground and started construction on the pool addition in front of the aquatic center.

3 Bloomington Culvert

The current project action includes the installaion of the precasted concrete culvert sections.

4 DBHS Lower Parking Lot

The asphalt surface topping is being placed with traffic striping and markings happening next.

Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Preliminary plans expected Summer 2019.
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Plans and specification have been finalized. Target bid date set for August. Following bid of West Kingsport.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Plans review for Mitchell Road, Fordtown Road, and Bacon/Bob Jobe Rd will be ready for review in the next two weeks.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bids opening 5/7. Bids were received, but exceeded Engineer's estimate. Bid were rejected 5/21/19. Project will be broken into two separate projects and rebid.
\$3,200,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	5/1/2020	Bids were opened on 6/26/2019 and are under review by the City's design architect.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$1,700,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for construction services with AEP expected for BMA consideration July 2 2019. Spring 2020 construction start anticipated.
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Mill Creek Road installation completed. Contractor working on Rosemont Street and Clover Bottom Drive.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Contract submitted to TDOT 6/5/2019.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working to finalize right of way phase.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Contractor has begun clearing and grubbing and is being notified to install traffic control and project signs.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Working to finalize the right of way phase of this project.
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	The contractor's engineer has developed a proposal for repairs due to the defective welds and this proposal is currently under review by City staff and our design engineer.
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	11/1/2019	Southern Constructors is low bidder at \$481,183.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	7/5/2019	Culver structure placed. Contractor pouring wingwalls.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	7/26/2019	3,400 ft (of 6,500) of forcemain has been installed to date. Trench paving has started on the completed section. Paving will continue with the remainder of the construction.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$577,000.00	Niki Ensor	Tri-County Tank Replacement Project	Replacement of 160,000 gallon steel water storage tank in Tri-County Pressure Zone, located on Big Ridge Rd.	7/1/2019	The contractor's engineer has developed a proposal for repairs due to the defective welds and this proposal is currently under review by City staff and our design engineer.
\$391,711.50	David Edwards	Bloomington Culvert Replacement	Exist. double 7' x 7' box culvert is failing adjacent to Bloomington Dr. Project will be a replacement of the double box within the ROW and will create a separation from the private section of the culvert that extends downstream from Bloomington Dr.	7/5/2019	Culver structure placed. Contractor pouring wingwalls.
\$373,871.00	Rob Cole	Bays Mountain Septic System Upgrades	Replacement of septic system at Bays Mountain Park with installation of sewer lift station and force main to base of park road to allow for more capacity.	7/26/2019	3,400 ft (of 6,500) of forcemain has been installed to date. Trench paving has started on the completed section. Paving will continue with the remainder of the construction.
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	11/1/2019	Contractor has begun clearing and grubbing and is being notified to install traffic control and project signs.
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	11/1/2019	Southern Constructors is low bidder at \$481,183.
\$1,074,738.00	Chad Austin	Phase 4 Water Improvements	Waterline replacement in Sullivan Gardens area on Ridge Road, Maplewood Street, Mill Creek Road, Clover Bottom Drive, Clearview Street, Creekmore Drive, and Rosemont Street.	2/16/2020	Mill Creek Road installation completed. Contractor working on Rosemont Street and Clover Bottom Drive.
\$3,867,000.00	Chad Austin	Border Regions Sewer Extensions	Sewer extensions to serve the Border Regions Annexations in the vicinity of Tri-Cities Crossing and Fordtown Rd.	2/17/2020	Plans review for Mitchell Road, Fordtown Road, and Bacon/Bob Jobe Rd will be ready for review in the next two weeks.
\$1,700,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	4/1/2020	MOU for construction services with AEP expected for BMA consideration July 2 2019. Spring 2020 construction start anticipated.
\$2,888,300.00	Niki Ensor	Water & Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	4/1/2020	Received Bids on sewer portion of SCADA project on 2/19. Resolution to award bid to Frizzell Construction for \$2,888,300 on 3/19/19
\$4,400,000.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/1/2020	Plans and specification have been finalized. Target bid date set for August. Following bid of West Kingsport.
\$3,200,000.00	Ryan McReynolds	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	5/1/2020	Bids were opened on 6/26/2019 and are under review by the City's design architect.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$3,740,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Elimination of Pendragon SLS (#120) with gravity. Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/1/2020	Bids opening 5/7. Bids were received, but exceeded Engineer's estimate. Bid were rejected 5/21/19. Project will be broken into two separate pojeccts and rebid.
\$961,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Working to finalize right of way phase.
\$697,475.00	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Working to finalize the right of way phase of this project.
\$3,750,000.00	Niki Ensor	Chemical Feed Design	Design of WTP Chemical Feed improvements. Project will include new facilities for pre and post chemical feed and implementation of bulk bleach for disinfection.	11/1/2020	Awaiting proposal for final design and construction phase services. Funding included in FY20 CIP.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Cain Rash West has been meeting with KPD to access current and future needs. Continue to work on layouts to best utilize space and maintain functionality.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	1/29/2021	
\$7,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State &MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	Preliminary plans expected Summer 2019.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Contract submitted to TDOT 6/5/2019.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

Tuesday, July 2, 2019, 7:00 p.m.
City Hall, 225 W. Center St., Courtroom, 2nd Floor

Board of Mayor and Aldermen

Mayor-elect Patrick W. Shull
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman-elect Darrell Duncan

Alderman Colette George
Alderman Tommy Olterman
Alderman-elect James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Assistant City Manager of Operations
J. Michael Billingsley, City Attorney
Sid Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Heather Cook, Marketing and Public Relations Director

- I. **SWEARING IN OF ELECTED BOARD MEMBER OFFICIALS** – Judge Robert Montgomery
 - Tommy Olterman as Alderman
 - Darrell R. Duncan as Alderman
 - James Phillips as Alderman
 - Patrick W. Shull as Mayor
- II.A. **CALL TO ORDER**
- II.B. **PLEDGE OF ALLEGIANCE TO THE FLAG**
- II.C. **INVOCATION** – Father Michael Cummins, St. Dominic's Catholic Church
- III. **ROLL CALL**
- III.A. **SELECTION OF VICE MAYOR**

IV.A. RECOGNITIONS & PRESENTATIONS

1. Wastewater Treatment Plant Award – Niki Ensor/Tom Hensley (Alderman George)

IV.B. APPOINTMENTS

1. Reappointments to the Tree Advisory Board (AF: 165-2019) (Mayor Shull)
 - Reappointment
2. Reappointment to the Kingsport Public Library Commission (AF: 166-2019) (Mayor Shull)
 - Reappointment

V. APPROVAL OF MINUTES

1. Work Session – June 17, 2019
2. Business Meeting – June 18, 2019

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds (AF: 161-2019) (Chris McCartt)
 - Ordinance – First Reading
2. Enter into a Memorandum of Understanding – Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment (AF: 140-2019) (Ryan McReynolds)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Combine Two Part Time Driver Positions into One Full Time Position (AF: 150-2019) (Chris McCartt)
 - Ordinance – Second Reading & Final Adoption
 - Resolution
2. Amending Kingsport City Code Section 6-144; Elimination of Liquor Store Sign Restrictions Above Base Zoning Requirements (AF: 151-2019) (Ken Weems)
 - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Agreement Between the City of Kingsport and the Sullivan County Anti-Drug Coalition (SCAD) for the Kingsport Police Department to Receive Overtime Reimbursement for Providing Assistance on First Contact with Overdose Victims (AF: 156-2019) (David Quillin)
 - Resolution
2. Designating Signature Authority for the Mayor to Execute and file Awards, Contracts, and Necessary Documents to the Federal Transit Administration and the Tennessee Department of Transportation on Behalf of the City of Kingsport (AF: 163-2019) (Chris Campbell)
 - Resolution
3. Amend Grant Contract with the Tennessee Department of Environment & Conservation's Office of Energy Programs (TDEC OEP) – Tennessee Natural Gas and Propane Vehicle Grant Program (AF: 160-2019) (Ryan McReynolds, Steve Hightower)
 - Resolution
4. Award of Bid to W-L Construction for 2019 Contracted Paving Area 11A – Upper Sevier Terrace Authorizing the Mayor to Sign all Applicable Documents (AF: 158-2019) (Ryan McReynolds)
 - Resolution
5. Award of Bid to W-L Construction for 2019 Main Roads Contracted Paving Authorizing the Mayor to Sign all Applicable Documents (AF: 159-2019) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

1. Designating the City Manager as the CEO in the National Transit Database (AF: 164-2019) (Chris Campbell)
 - Resolution
2. Apply for and Receive ALA Great Stories Club: Truth, Racial Healing, and Transformation: Growing Up Brave on the Margins: Courage and Coming of Age Grant for the Library (AF: 162-2019) (Chris Markley)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors

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

IX. ADJOURN



AGENDA ACTION FORM

Reappointments to the Tree Advisory Board

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

Action Form No.: AF-165-2019
 Work Session: July 1, 2019
 First Reading: N/A

Final Adoption: July 2, 2019
 Staff Work By: Board
 Presentation By: Mayor Shull

Recommendation: Approve reappointments.

Executive Summary:

The Tree Advisory Board serves to advise and make recommendations to the persons responsible for the planting and care of trees on City controlled property. It is recommended to reappoint Steve Bingham, Christine Barger, James Babb and Cole Lusk to a two-year term.

The Board consists of 10 members; one shall be a City representative, one a Keep Kingsport Beautiful representative, four shall be Kingsport citizens, and four shall be horticultural professionals. There are no term limits.

Current Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Steve Bingham	KPT Resident	6/30/19	8/14/15	2
Cole Lusk	Tree Industry Prof.	7/31/19	7/20/07	4
Christine Barger	KPT Resident	7/31/19	6/21/05	7
James Babb	Tree Industry Prof.	6/30/19	5/4/15	2
Dan Wernick		7/31/20	6/20/06	7
David Williams	Tree Industry Prof.	7/31/20	7/5/16	2
Timothy Martin	KPT Resident	7/31/20	6/3/14	3
Denise Isaacs	KPT Resident	7/31/20	7/17/18	1
Robin Cleary	KKB Rep.	Term of ofc.	N/A	N/A
Lewis Bausell	KPT City Staff Rep.	Term of ofc.	N/A	N/A

Recommended Commission				
Member	Eligibility	Term Expires	Appointed	Terms Served
Steve Bingham	KPT Resident	7/31/21	8/14/15	3
Cole Lusk	Tree Industry Prof.	7/31/21	7/20/07	5
Christine Barger	KPT Resident	7/31/21	6/21/05	8
James Babb	Tree Industry Prof.	7/31/21	5/4/15	3
Dan Wernick		7/31/20	6/20/06	7
David Williams	Tree Industry Prof.	7/31/20	7/5/16	2
Timothy Martin	KPT Resident	7/31/20	6/3/14	3
Denise Isaacs	KPT Resident	7/31/20	7/17/18	1
Robin Cleary	KKB Rep.	Term of ofc.	N/A	N/A
Lewis Bausell	KPT City Staff Rep.	Term of ofc.	N/A	N/A

Attachments:
 1. Supplemental Information

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

Supplement AF 165-2019
July 2, 2019

- Steve Bingham - Citizen Representative - Steve was a Charter member of the Tree Board and has also served on the Bristol Tree Board. Now retired, he worked for over 37 years at the Tennessee Division of Forestry. Steve is a resident of Kingsport and has lived in this area all of his life.
- Christine Barger - Christine is a City resident and a certified Tennessee Master Gardener. She is active in Second Harvest Food Bank and Tsunami Relief Organizations.
- James Babb - Professional Representative - James works for the Tennessee Division of Forestry at their Warrior Path State Park location. He has an Associate Degree in Forest Management from Haywood Community College in Waynesville NC.
- Cole Lusk - Professional Representative - Cole has a degree in Horticulture from Virginia Tech. He is an ISA certified Arborist. He is currently employed by AEP overseeing contract tree work in this area.



AGENDA ACTION FORM

Reappointment to the Kingsport Public Library Commission

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

Action Form No.: AF-166-2019
 Work Session: July 1, 2019
 First Reading: N/A

Final Adoption: July 2, 2019
 Staff Work By: Commission
 Presentation By: Mayor Shull

Recommendation:

Approve reappointment.

Executive Summary:

It is recommended to reappoint Melissa Hamby to the Kingsport Public Library Commission to her first full three-year term as she has been completing an unexpired term.

Terms are three years with members serving no more than three successive terms. The commission is composed of 7 members, all residents of the City of Kingsport. The recommended table reflects term dates.

Current Commission				
Member	Eligibility	Term Expires	Appt'd.	Terms Served
Kate Harden	KPT Resident	1/31/22	1/22/19	1
Dr. Dorothy Dobbins	KPT Resident	4/30/22	5/17/16	1
Jaclyn Clendenen	KPT Resident	5/31/20	1/22/19	Fulfilling unexpired term
Lane Dukard	KPT Resident	5/31/20	5/16/17	1
Melissa Hamby	KPT Resident	6/30/19	1/22/19	Fulfilling unexpired term
Margaret Counts	KPT Resident	6/30/21	7/1/17	2
Alderman Cooper	KPT Resident	5/31/21	10/3/17	1

Recommended Commission				
Member	Eligibility	Term Expires	Appnt'd	Terms Served
Kate Harden	KPT Resident	1/31/22	1/22/19	1
Dr. Dorothy Dobbins	KPT Resident	4/30/22	5/17/16	1
Jaclyn Clendenen	KPT Resident	5/31/20	1/22/19	Fulfilling unexpired term
Lane Dukard	KPT Resident	5/31/20	5/16/17	1
Melissa Hamby	KPT Resident	6/30/22	1/22/19	1
Margaret Counts	KPT Resident	6/30/21	7/1/17	2
Alderman Cooper	KPT Resident	5/31/21	10/3/17	1

Attachments:

- 1. Bio

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

Melissa Hamby

Melissa Hamby is the Supervisor of Library Services at Eastman Chemical Company. Previously, Melissa was an Information Scientist at Eastman. Born and raised in Kingsport, TN, Melissa has served with many local organizations and is past President of the Sullivan County Imagination Library. Melissa received a bachelor's degree from the University of Tennessee at Chattanooga and holds a Master's in Information Sciences from the University of Tennessee.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 17, 2019, 4:30 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Vice-Mayor Mike McIntire
Alderman Joe Begley
Alderman Betsy Cooper

Alderman Colette George
Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager
J. Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder

1. **CALL TO ORDER:** 4:30 p.m. by Vice-Mayor McIntire.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Mayor John Clark and Alderman Jennifer Adler.
3. **NEIGHBORHOOD ADVISORY COMMISSION.** Margot Seay gave a presentation on this item, providing details on the partnerships and collaborations the commission is building with different organizations.
4. **REVIEW OF AGENDA ITEMS ON THE JUNE 18, 2019 REGULAR BUSINESS MEETING AGENDA.** City Manager Fleming and members of staff gave a summary or presentation for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.B.2 Amend Kingsport City Code Section 6-144 - Elimination of Liquor Store Sign Restrictions above Base Zoning Requirements (AF: 151-2019). Interim Development Services Director Ken Weems presented this item. He stated it is a violation of first amendment rights to regulate sign content. He further stated staff recommends eliminating certain restrictions, although they would still be held accountable to basic zoning restrictions. Mr. Weems pointed out that Bristol has already taken similar action. There was some discussion on the number of liquor stores that are allowed. He noted City Code limits them to one for every 5,500 residents. Mr. Fleming stated Kingsport's current population is 54,076 so there are nine.

Assistant City Manager for Operations Ryan McReynolds presented the board with information from the latest road report, including investments and status of all the roads citywide.

City Manager Fleming announced there would be a reception at 6:00 pm tomorrow night before the business meeting to honor the outgoing BMA members.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, June 17, 2019**

5. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Vice-Mayor McIntire adjourned the meeting at 5:33 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 18, 2019, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor John Clark, Presiding

Vice Mayor Mike McIntire

Alderman Joe Begley

Alderman Betsy Cooper

Alderman Colette George

Alderman Tommy Olterman

City Administration

Jeff Fleming, City Manager

J. Michael Billingsley, City Attorney

Sidney H. Cox, City Recorder/Chief Financial Officer

I. CALL TO ORDER: 7:00 p.m., by Mayor John Clark.

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: Mayor-Elect Patrick W. Shull.

II.B. INVOCATION: Pastor Paul Becker, Concordia Lutheran Church.

III. ROLL CALL: By City Recorder Cox. Absent: Alderman Jennifer Adler.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Employee Dependent Scholarship Recipients (George DeCroes)
2. Keep Kingsport Beautiful Beautification Awards (Robin Cleary)

IV.B. APPOINTMENTS/REAPPOINTMENTS.

1. **Appointment to the Kingsport Economic Development Board** (AF: 148-2019) (Mayor Clark).

Motion/Second: McIntire/George, to approve:

APPOINTMENT OF MR. THOMAS W. KENNEDY TO FULFILL THE UNEXPIRED TERM OF MR. SAM BOOHER ON THE **KINGSPORT ECONOMIC DEVELOPMENT BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2024.

Passed: All present voting “aye.”

V. APPROVAL OF MINUTES.

Motion/Second: McIntire/Olterman, to approve minutes for the following meetings:

- A. June 3, 2019 Regular Work Session
- B. June 4, 2019 Regular Business Meeting

Approved: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

PUBLIC COMMENT. Mayor Clark invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Combine Two Part-Time Driver Positions into One Full-Time Position (AF: 150-2019) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

2. Amend Kingsport City Code Section 6-144 - Elimination of Liquor Store Sign Restrictions above Base Zoning Requirements (AF: 151-2019) (Ken Weems).

Motion/Second: McIntire/George, to pass:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 6-144 PERTAINING TO LIQUOR STORE SIGN ADVERTISEMENTS BY DELETING SECTION 6-144 AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Adopt the FY19-20 Water Fund Budget (AF: 124-2019) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6796, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting "aye."

2. Adopt the FY19-20 Sewer Fund Budget (AF: 125-2019) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6797, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

3. Adopt the FY19-20 Budget (AF: 123-2019) (Jeff Fleming)

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6798, AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

4. Adopt the FY19-20 Special Schools Projects Grant Fund Budget (AF: 128-2019) (Jeff Fleming, David Frye)

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 6799, AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145 FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

5. Adopt the FY19-20 School Public Law 93-380 Grant Project Fund Budget (AF: 129-2019) (Jeff Fleming, David Frye)

Motion/Second: McIntire/Cooper, to pass:

ORDINANCE NO. 6800, AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

6. Adopt the FY19-20 Metropolitan Planning Project Grant Budget (AF: 126-2019) (Ryan McReynolds)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6801, AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

7. Adopt the FY19-20 Urban Mass Transit Budget (AF: 127-2019)
(Chris McCartt)

Motion/Second: McIntire/Cooper, to pass:

ORDINANCE NO. 6802, AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

8. Budget Adjustment Ordinance for FY19 (AF: 135-2019) (Jeff Fleming)

Motion/Second: McIntire/George, to pass:

ORDINANCE NO. 6803, AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

9. Provide for FY20 Community Development Block Grant Budget
(AF: 143-2019) (Mark Haga)

Motion/Second: McIntire/Olterman, to pass:

ORDINANCE NO. 6804, AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Clark, Begley, Cooper, George, McIntire and Olterman voting “aye.”

D. OTHER BUSINESS.

1. Execute Agreements with Various Agencies and Organizations for Services in FY19-20 Benefiting the General Welfare of Kingsport Residents
(AF: 131-2019) (Jeff Fleming).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

Motion/Second: George/Cooper, to pass:

Resolution No. 2019-204, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2019-2020 BENEFITING THE GENERAL WELFARE OF KINGSPORT RESIDENTS

Passed: All present voting “aye.”

2. Renew Bid Award for Janitorial & MRO Supplies/Equipment for FY20 (AF: 147-2019) (Ryan McReynolds)

Motion/Second: George/Cooper, to pass:

Resolution No. 2019-205, A RESOLUTION AUTHORIZING AN AGREEMENT WITH SUPPLYWORKS FOR VARIOUS JANITORIAL ITEMS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS

Passed: All present voting “aye.”

3. Amend the Fee Resolution for FY20 Fees and Charges Provided for in the City Code (AF: 141-2019) (Jeff Fleming).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-206, A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

Passed: All present voting “aye.”

4. Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF: 144-2019) (Ryan McReynolds).

Motion/Second: George/McIntire, to pass:

Resolution No. 2019-207, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION TO SERVE THE TOWN OF MOUNT CARMEL, TENNESSEE

Passed: All present voting “aye.”

5. Interdepartmental Work Estimate with the Sullivan County Highway Department for Resurfacing of the City’s Portion of Orebank Road (AF: 145-2019) (Ryan McReynolds).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-208, A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT TO RESURFACE A PORTION OF OREBANK ROAD LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

**6. Execute an Amendment to the Contract between the City of
Kingsport and the Tennessee Department of Environment and Conservation
(TDEC) (AF: 146-2019) (Ryan McReynolds).**

Motion/Second: McIntire/Olterman, to pass:

Resolution No. 2019-209, A RESOLUTION APPROVING AN AMENDMENT TO THE
CONTRACT IN LIEU OF PERFORMANCE BOND WITH THE TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE
AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AND AUTHORIZING
THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE
AMENDMENT OR THIS RESOLUTION

Passed: All present voting “aye.”

**7. Amend Contract with Mark III to Extend One More Year (AF:
142-2019) (George DeCroes).**

Motion/Second: George/Cooper, to pass:

Resolution No. 2019-210, A RESOLUTION APPROVING AN AMENDMENT TO THE
AGREEMENT WITH MARK III EMPLOYEE BENEFITS TO EXTEND THE CONTRACT
FOR ONE YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND
ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE
PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

**8. Kingsport School Nutrition Services to Execute an Amendment
to Renew the Agreement with Tyson Prepared Foods, Inc. and Authorize the Mayor
to Sign All Applicable Documents (AF: 155-2019) (David Frye, Jennifer Walker).**

Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2019-211, A RESOLUTION AMENDING THE AGREEMENT WITH
TYSON PREPARED FOODS, INC. FOR COMMODITY ITEMS FOR USE BY
KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO
EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL OTHER DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE
AMENDMENT

Passed: All present voting “aye.”

**9. Authorization to Issue a Blanket Order to Purchase
Replacement Textbooks for the Kingsport City Schools (AF: 154-2019) (David Frye).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

Motion/Second: Cooper/George, to pass:

Resolution No. 2019-212, A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT TEXTBOOKS BY THE KINGSPORT CITY SCHOOL SYSTEM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

10. Bid Award for Produce Items for School Nutrition Services and Authorizing the Mayor to Sign All Applicable Documents (AF: 153-2019) (David Frye, Jennifer Walker).

Motion/Second: Cooper/Olterman, to pass:

Resolution No. 2019-213, A RESOLUTION AWARDDING THE BID FOR PRODUCE ITEMS FOR SCHOOL NUTRITION SERVICES TO CROOK BROTHERS 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.”

11. Approval of Participating Institutions to Offer Higher Education Programs/Courses in the Kingsport Center for Higher Education and Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 149-2019) (Chris McCartt).

Motion/Second: McIntire/George, to pass:

Resolution No. 2019-214, A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY AND LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

Passed: All present voting “aye.”

12. Accept Donation of a New Sound/Speaker System by the Kingsport Convention and Visitors’ Bureau to the Kingsport Aquatic Center (AF: 133-2019) (Jeff Fleming, Sid Cox).

Motion/Second: Begley/George, to pass:

Resolution No. 2019-215, A RESOLUTION ACCEPTING A DONATION OF A NEW SOUND/SPEAKER SYSTEM BY THE KINGSPORT CONVENTION AND VISITORS’ BUREAU TO THE KINGSPORT AQUATIC CENTER

Passed: All present voting “aye.”

VII. CONSENT AGENDA. None.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, June 18, 2019**

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Fleming commented on his recent presentation to the Kiwanis, noting the many significant changes that have occurred in Kingsport during his career.
- B. MAYOR AND BOARD MEMBERS.** Alderman Begley pointed out this was his last meeting and welcomed the new board members. He stated it has been an honor to serve and noted his sincere appreciation for city staff. Alderman Olterman welcomed incoming Aldermen Duncan and Phillips as well as Mayor Shull. He stated he has enjoyed working with Mr. Fleming, Vice-Mayor McIntire and Alderman Begley. Alderman George stated there would be an international underwater robotics competition at the Aquatic Center, noting they are still in need of volunteers to help. She thanked the outgoing board members saying it has been to honor to serve with them. She also stated Kingsport is better because of Jeff Fleming. Alderman Cooper echoed everyone's sentiments to the outgoing and incoming board members, noting you don't realize what all goes on until you've sat on the board. She also commented on some upcoming meetings of the Isaiah House. Vice-Mayor McIntire thanked Jeff, Mayor Clark and Alderman Begley, stating it has been a pleasure to serve with them. He also thanked the citizens for voting for him in previous elections and wished the best to the new board. Mayor Clark summed up the progress that has been made in the last seven years while he served on the board. He stated he was confident with where Kingsport was and where it was going.
- C. VISITORS.** Carolyn Gibbons commented on the COPA hearing held in Washington DC earlier today. Debra Street commented on the poor conditions of the Ballist Tourist House. Tim Sanders commented on roadway conditions. Marshal Mullins made comments regarding the Lynn Garden Community. Tim Mullins applauded the Jeff Fleming and the board. DeRhonda Bearden also commented on the COPA hearing.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Clark adjourned the meeting at 8:43 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Accept the State of Tennessee Department of Health Project Diabetes Grant and Appropriate Funds

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

Action Form No.: AF-161-2019
Work Session: July 1, 2019
First Reading: July 2, 2019

Final Adoption: July 16, 2019
Staff Work By: Robin Dimona
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance to appropriate funds for the State of TN Department of Health, Project Diabetes Grant.

Executive Summary:

The State of TN Department of Health has awarded the City of Kingsport, Parks and Recreation, a \$450,000 grant for the Lynn View Diabetes Project. The intent is to move the needle towards a Healthier Tennessee. Grant funding of \$150,000 per year will be distributed over a three-year cycle with no match required. Funding will improve infrastructure components to the Lynn View Grounds by adding new infrastructure amenities to the park. Infrastructure improvements include the construction of a new walking track, a fitness playground, and construction of a new basketball court. Physical activity is critical not only for optimal weight but also for physical and cognitive development in childhood.

Grant funds will be appropriated to Lynn View Project Diabetes.

Attachments:

Ordinance

Funding source appropriate and funds are available: *je*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF HEALTH FOR THE YEAR ENDING JUNE 30, 2020; 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 Fund budget be amended by appropriating grant funds received from the Tennessee Department of Health in the amount of \$450,000 to the Lynn View Project Diabetes (GP2019). The grant funds will be distributed over a three year period and does not require a local match.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Lynn View Project Diabetes (GP2019)			
Revenues:	\$	\$	\$
311-0000-332-8700 TN. Dept. of Health	0	450,000	450,000
Totals:	0	450,000	450,000
Expenditures:	\$	\$	\$
311-0000-601-3020 Operating Supplies & Tools	0	13,000	13,000
311-0000-601-9003 Improvements	0	437,000	437,000
Totals:	0	450,000	450,000

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

PATRICK W. SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Enter into a Memorandum of Understanding – Relocation Agreement with Kingsport Power Company (dba AEP) for Relocation of the Existing Line Associated with Main Street Redevelopment

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

Action Form No.: AF-140-2019
Work Session: July 1, 2019
First Reading: July 2, 2019

Final Adoption: July 16, 2019
Staff Work By: Michael Thompson
Presentation By: Ryan McReynolds

Recommendation: Approve the Budget Ordinance.

Executive Summary:

In keeping with the City’s long term efforts as described in the Downtown Kingsport Gateway Development Plan, VISCOR and the Model City Coalition; the City has made a concerted effort to improve the Corridor leading from I-26 to Downtown. Recently, this effort has manifest itself in two (2) projects affecting Main Street that are moving quickly toward implementation.

- A. The Main Street Redevelopment Project: This MPO project is near final design with a projected construction date to begin in 2019. All power distribution and communication lines will be relocated and/or undergrounded in this project.
- B. Main Street AEP Transmission Line Relocation Project

On September 4th, 2018 the BMA entered into an Engineering and Design Agreement with AEP to begin the process of relocating the Transmission Lines along Main Street with an estimated construction cost of \$2,283,300.

It is recommended to enter into a Relocation Agreement with Kingsport Power Company (KPC) for the relocation of the existing Transmission Line along Main Street. The estimated amount for the relocation is an amount not to exceed \$2,322,876. A budget ordinance transferring funds from GP1615 in the amount of \$2,237,700 and GP1836 in the amount of \$85,176 to GP2001 is required. This will also allow the closeout of GP1615.

Attachments:

- 1. Ordinance
- 2. Agreement (4 pages)
- 3. Map

Funding source appropriate and funds are available: *js*

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR
THE YEAR ENDING JUNE 30, 2020; 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 Fund budgets be amended by transferring \$2,237,700 from the Indian Trail Drive Extension project (GP1615) and \$85,176 from the Local Roads project (GP1836) to the Main Street Transmission Upgrade project (GP2001) and close project GP1615 after encumbrances have been paid.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 311: General Project Fund</u>			
<u>Indian Trail Dr. Ext. (GP1615)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1040 Series 2011 GO Pub Imp	254,796	0	254,796
311-0000-368-1046 Series 2013B GO Pub Imp	45,000	0	45,000
311-0000-368-1047 Series 2014 A GO Bonds	7,741	0	7,741
311-0000-368-1054 Series 2016 GO (Nov 4)	2,258,464	(2,237,700)	20,764
311-0000-368-2101 Premium From Bond Sale	250,188	0	250,188
311-0000-391-0100 From General Fund	550,845	0	550,845
Totals:	3,367,034	(2,237,700)	1,129,334
<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	402,386	(896)	401,490
311-0000-601-4041 Bond Sale Expense	34,346	0	34,346
311-0000-601-9001 Land	461,161	(7,404)	453,757
311-0000-601-9003 Improvements	2,469,141	(2,229,400)	239,741
Totals:	3,367,034	(2,237,700)	1,129,334
<u>Fund 311: General Project Fund</u>			
<u>Local Roads (GP1836)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-368-1055 Series 2017A GO Bonds	2,635,531	(85,176)	2,550,355
311-0000-368-2101 Premium From Bond Sale	125,022	0	125,022
Totals:	2,760,553	(85,176)	2,675,377

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	1,748	11,300	13,048
311-0000-601-4041 Bond Sale Expense	37,199	0	37,199
311-0000-601-9003 Improvements	2,721,606	(96,476)	2,625,130
Totals:	2,760,553	(85,176)	2,675,377

Fund 311: General Project Fund
Main Street Transmission Upgrade (GP2001)

<u>Revenues:</u>	\$	\$	\$
311-0000-368-1054 Series 2016 GO (Nov 4)	0	2,237,700	2,237,700
311-0000-368-1055 Series 2017A GO Bonds	0	85,176	85,176
Totals:	0	2,322,876	2,322,876

<u>Expenditures:</u>	\$	\$	\$
311-0000-601-9003 Improvements	0	2,322,876	2,322,876
Totals:	0	2,322,876	2,322,876

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.

ATTEST:

 PATRICK W. SHULL, Mayor

 SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

 J. MICHAEL BILLINGSLEY, City Attorney

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

MEMORANDUM OF UNDERSTANDING - RELOCATION AGREEMENT

THIS AGREEMENT made and entered into as of this the _____ day of _____, 2019 and between **THE CITY OF KINGSPORT, TENNESSEE** (referred to hereinafter as "THE CITY OF KINGSPORT") and **KINGSPORT POWER COMPANY**, (referred to hereinafter as "KPC").

WHEREAS:

THE CITY OF KINGSPORT has requested KPC to relocate, replace, and/or upgrade the below Structure Numbers, structures supporting KPC's Cumberland-Holston #1 34.5 kV Transmission Power Line and Cumberland-Holston #2 34.5kV Transmission Power Line, located in THE CITY OF KINGSPORT in the County of Sullivan, State of Tennessee. THE CITY OF KINGSPORT intends to develop certain tracts or parcels of real estate located on or around Main Street in Kingsport, Tennessee (which tracts or parcels are referred to hereinafter as the "Development Property"); and

A section of KPC's existing transmission line crosses the planned Development Property in an area in which THE CITY OF KINGSPORT intends to develop and/or will require access for the planned development; and

KPC agrees to relocate the said structures and associated line facilities, and such adjacent structures and line facilities as are required, at THE CITY OF KINGSPORT's expense, from the existing location to approximately the location as identified on Exhibit "A" attached and made a part hereof and including permanent vehicular access to said location; and

KPC and THE CITY OF KINGSPORT have agreed to proceed with the relocation in phases; and

In this second and final phase, THE CITY OF KINGSPORT has requested KPC to provide material, contract services and any service necessary to complete the requested relocation; and

Also during this second and final phase, THE CITY OF KINGSPORT shall have procured all the necessary right of way easements to facilitate said relocation.

The parties hereto desire to memorialize their agreement with respect to the requested relocation to be conducted by KPC, and paid for by THE CITY OF KINGSPORT.

Structures to be relocated, replaced, and/or upgraded are as follows:

Cumberland-Holston #1 34.5kV Transmission Line

Relocate: Structures 399-1 through 399-26

Cumberland-Holston #2 34.5kV Transmission Line

Replace: Structures 400-1 through 400-7, and 400-43

Upgrade: Structures 400-37 through 400-42

NOW THEREFORE:

THE CITY OF KINGSPORT AGREES TO:

1. Pay the actual cost associated with relocation of the Existing Line, including all company overheads and expenses associated with said relocation as reasonably incurred and determined by KPC after work is completed. KPC agrees to provide reasonable supporting documentation to THE CITY OF KINGSPORT, which substantiates KPC's final cost. KPC will bill THE CITY OF KINGSPORT for the total amount owed to KPC within one hundred twenty (120) days of completion of the relocation, materials, contract services and any service necessary to complete the requested relocation, and THE CITY OF KINGSPORT will pay such amount to KPC within ninety (90) days of receipt of such invoice.
2. Grant and/or obtain for KPC the right of way and easement for the Transmission Line relocation in accordance with KPC's supplemental transmission easement form attached hereto as Exhibit "B" and incorporated herein by reference. Such easements will vary in right of way width from forty (40') to eighty (80') as determined by AEP Engineering.
3. Obtain right of way easements for the line relocation using KPC's standard electric transmission easement form attached thereto as Exhibit "C" and incorporated herein by reference. The standard easement is for areas that are not currently owned by THE CITY OF KINGSPORT which are affected by the relocated transmission line. No changes will be made to the standard KPC form, except those approved in writing by KPC.
4. Be solely responsible for paying the cost of acquiring all easements deemed necessary by KPC, including the cost of all title examinations and surveys. Said easements are to include a right of way width predetermined by AEP Engineering.

KPC AGREES TO:

1. Use its best efforts to complete the relocation of the Existing Line based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 4 above.
2. Use its best efforts not to exceed the preliminary cost estimate for the materials and contract services and any service necessary to complete the requested relocation (estimated as \$ 2,322,876), and based on the completion of the conditions set forth in THE CITY OF KINGSPORT items 1 through 4 above.

KPC AND THE CITY OF KINGSPORT AGREE THAT:

1. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, without recourse to its conflicts of law provisions.
2. The Parties will comply with all applicable laws, regulations, and codes governing the work associated with the Relocation.
3. This Agreement is the sole and only agreement of the Parties relating to the subject matter hereof, and supersedes any prior understandings or written or oral agreements with respect to the subject matter hereof.

4. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties hereto.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

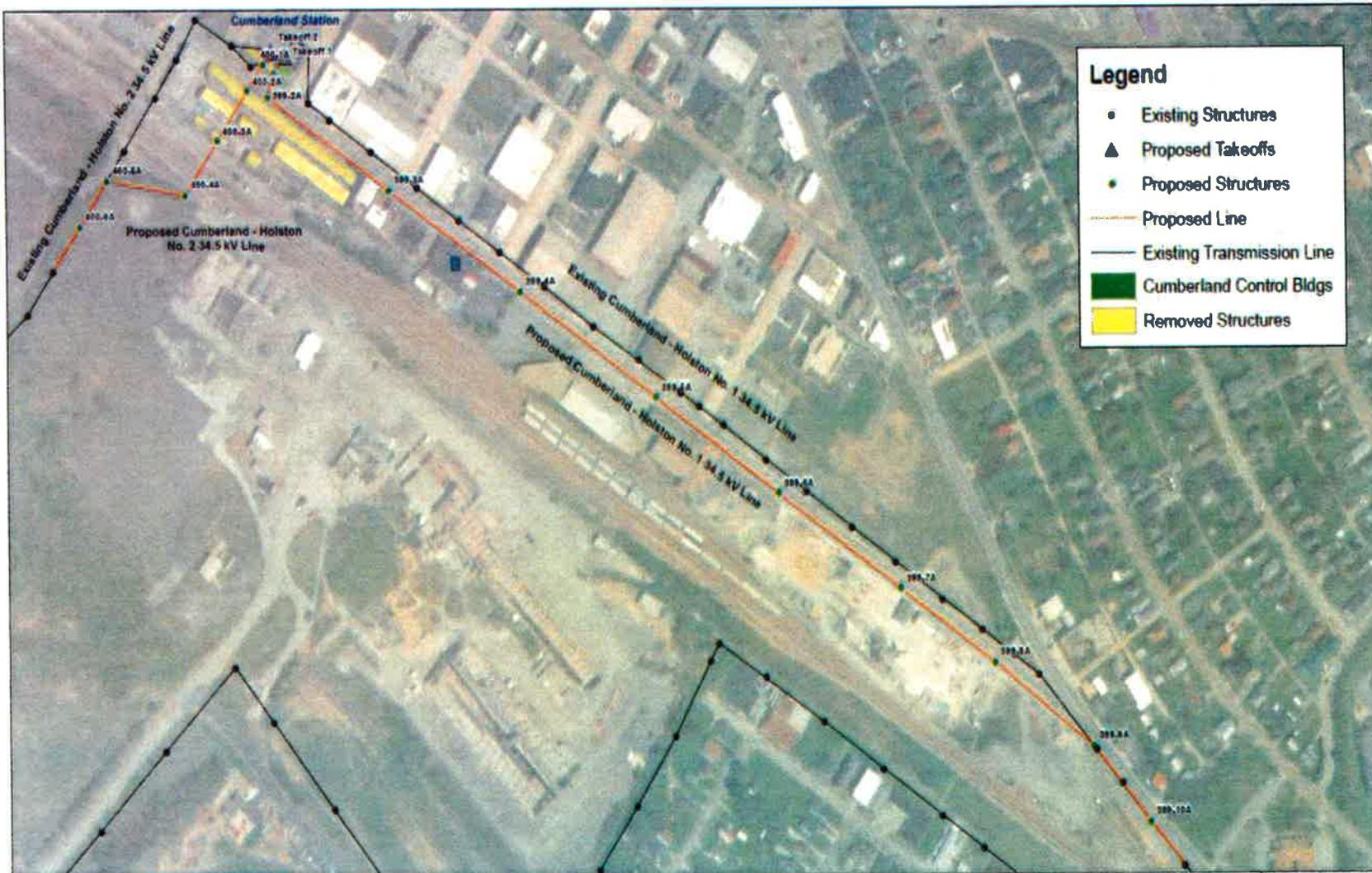
Any remaining space on this page intentionally left blank. See next page for signatures.

KINGSPORT POWER COMPANY

By: _____
Brenda Unteraher
Manager, Transmission Right of Way
American Electric Power Service Corporation
Authorized Signer

THE CITY OF KINGSPORT, TENNESSEE

By: _____



Legend

- Existing Structures
- ▲ Proposed Takeoffs
- Proposed Structures
- Proposed Line
- Existing Transmission Line
- Cumberland Control Bldgs
- Removed Structures

**Cumberland - Holston 34.5 kV
Proposed Line Design**

0 175 350 700
Feet

This drawing from the Transmission Line Projects Engineering Group of American Electric Power is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please notify the sender and request deletion of this original drawing.

ENG: ALEX PEARL
DESIGN: ANDREW WILSON 5/20/2019

Transmission Line Engineering Group

Map 1





AGENDA ACTION FORM

Combine Two Part Time Driver Positions into One Full Time Position

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

Action Form No.: AF-150-2019
Work Session: June 17, 2019
First Reading: June 18, 2019

Final Adoption: July 2, 2019
Staff Work By: Chris Campbell
Presentation By: Chris McCart

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

Hiring and retaining qualified licensed candidates to drive and operate public transit vehicles is a challenge both locally and nationally. KATS has been unable to fill several open part time positions because the available workforce is seeking full time work. To combat this, KATS notes in their annual budget narrative that if two part time positions are vacated a request will be made to combine them into once full time position. This resolution and budget ordinance will combine two part time KATS Driver positions that are currently unfilled into one full time Driver position. The City only contributes 25% of the total share to fund this position. The remaining 75% is funded through FTA (50%) and TDOT (25%). The federal, state, and local funding for this is currently budgeted in in the FY 18-19 City Budget and is already programmed in the FY 19-20 City Budget.

Attachments:

- 1. Budget Ordinance
- 2. Resolution

Funding source appropriate and funds are available: *js*

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



AGENDA ACTION FORM

Combine Two Part Time Driver Positions into One Full Time Position

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager *JA*

Action Form No.: AF-150-2019
Work Session: June 17, 2019
First Reading: June 18, 2019

Final Adoption: July 2, 2019
Staff Work By: Chris Campbell
Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

Hiring and retaining qualified licensed candidates to drive and operate public transit vehicles is a challenge both locally and nationally. KATS has been unable to fill several open part time positions because the available workforce is seeking full time work. To combat this, KATS notes in their annual budget narrative that if two part time positions are vacated a request will be made to combine them into once full time position. This resolution and budget ordinance will combine two part time KATS Driver positions that are currently unfilled into one full time Driver position. The City only contributes 25% of the total share to fund this position. The remaining 75% is funded through FTA (50%) and TDOT (25%). The federal, state, and local funding for this is currently budgeted in in the FY 18-19 City Budget and is already programmed in the FY 19-20 City Budget.

Attachments:

- 1. Budget Ordinance

Funding source appropriate and funds are available: *JA*

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUSS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2019; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Fund budget be amended by amending the authorized positions by eliminating two part-time positions and adding a full time Bus/Van Driver position at a pay grade A21 for Fiscal Year 2018-2019.

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

JOHN CLARK, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Passed on 1st reading: _____
Passed on 2nd reading: _____

RESOLUTION NO. _____

A RESOLUTION COMBINING TWO PART TIME POSITIONS
INTO ONE FULL TIME POSITION FOR THE KINGSPORT AREA
TRANSIT SERVICE

WHEREAS, the Kingsport Area Transit Service (KATS) would like to combine two part time staff positions into one full time driver position; and

Now therefore,

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

SECTION I. That the combination of the two part time staff positions into one full time driver position is approved.

SECTION II. That the city manager is authorized to hire one full time driver position in place of the two part time positions.

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 2nd day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amending Kingsport City Code Section 6-144; Elimination of Liquor Store Sign Restrictions Above Base Zoning Requirements

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

Action Form No.: AF-151-2019
Work Session: June 17, 2019
First Reading: June 18, 2019

Final Adoption: July 2, 2019
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

Approve the Ordinance

Executive Summary:

In 2015, a U.S. Supreme Court decision on a case known as the Reed v. Town of Gilbert clarified that a municipality may not regulate signs based on content. In summary, the court did not restrict time, place, and manner of sign regulation, but found that content-based sign regulations were a violation of the First Amendment.

The City of Kingsport currently has an ordinance in the Liquor section of city code that restricts liquor store signs to a sole wall sign on the building consisting of 8" letters designating the premises as "_____ Package Store." A sign of this nature and size is much less than the base zoning allowance for wall signs or freestanding signs in any of the City's commercial zones. This issue arose after a local liquor store owner discussed application requirements with the City's Zoning Administrator for a new freestanding liquor store sign.

It is recommended to amend Kingsport City Code Section 6-144 by deleting this section in its entirety, therefore removing restrictions on liquor store signs above and beyond base zoning requirements.

Attachments:

- 1. Ordinance
- 2. Existing Liquor Store Sign Restrictions

Funding source appropriate and funds are available: _____

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



AGENDA ACTION FORM

Amending Kingsport City Code Section 6-144; Elimination of Liquor Store Sign Restrictions Above Base Zoning Requirements

To: Board of Mayor and Aldermen
From: Jeff Fleming, City Manager

Action Form No.: AF-151-2019
Work Session: June 17, 2019
First Reading: June 18, 2019

Final Adoption: July 2, 2019
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

Approve the Ordinance

Executive Summary:

In 2015, a U.S. Supreme Court decision on a case known as the Reed v. Town of Gilbert clarified that a municipality may not regulate signs based on content. In summary, the court did not restrict time, place, and manner of sign regulation, but found that content-based sign regulations were a violation of the First Amendment.

The City of Kingsport currently has an ordinance in the Liquor section of city code that restricts liquor store signs to a sole wall sign on the building consisting of 8" letters designating the premises as "_____ Package Store." A sign of this nature and size is much less than the base zoning allowance for wall signs or freestanding signs in any of the City's commercial zones. This issue arose after a local liquor store owner discussed application requirements with the City's Zoning Administrator for a new freestanding liquor store sign.

It is recommended to amend Kingsport City Code Section 6-144 by deleting this section in its entirety, therefore removing restrictions on liquor store signs above and beyond base zoning requirements.

Attachments:

- 1. Ordinance
- 2. Existing Liquor Store Sign Restrictions

	Y	N	O
Adler	—	—	—
Begley	—	—	—
Cooper	—	—	—
George	—	—	—
McIntire	—	—	—
Olterman	—	—	—
Clark	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 6-144
PERTAINING TO LIQUOR STORE SIGN ADVERTISEMENTS BY
DELETING SECTION 6-144 AND TO FIX THE EFFECTIVE DATE
OF THIS ORDINANCE

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

SECTION I. That Section 6-144 of the Code of Ordinances, City of Kingsport, Tennessee is hereby deleted in its entirety.

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.

JOHN CLARK
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

Sec. 6-144. - Advertisements.

It shall be unlawful for a licensee to advertise, by signs, window displays, posters or any other designs intended to advertise, any alcoholic beverage within the city, except by a sign approved by the city manager, in letters not larger than eight inches in height designating the premises as " _____ Package Store." Only one such sign, and no other, shall be permitted, and no sign shall extend or project from the building. The lettering on the approved sign shall not be artificially illuminated, other than by exterior floodlights or spotlights. Nothing in this section shall prohibit any manufacturer or wholesaler from advertising in news media.

(Code 1981, § 4-131; Code 1998, § 6-145)

State Law reference— Exterior signs, T.C.A. § 57-4-203.



AGENDA ACTION FORM

Agreement Between the City of Kingsport and the Sullivan County Anti-Drug Coalition (SCAD) for the Kingsport Police Department to Receive Overtime Reimbursement for Providing Assistance on First Contact with Overdose Victims

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

Action Form No.: AF-156-2019
 Work Session: July 1, 2019
 First Reading: N/A

Final Adoption: July 2, 2019
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The Sullivan County Anti-Drug Coalition (SCAD) has received grant funding from the federal government to assist in combatting the opioid epidemic in the Sullivan County region, to include the City of Kingsport. To that effect, the Sullivan County Opioid Response Team (SCORT) was created to offer assistance to opioid overdose victims and their families. As part of this program, a Kingsport Police officer will accompany SCORT members as they make initial contact with victims and their family within the city limits. Officers participating in this program will be utilized outside of their regular working hours and will be paid overtime (time and a half). Grant funding provided to SCAD will be used to reimburse the police department for the time incurred by officers.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE SULLIVAN COUNTY ANTI-DRUG COALITION (SCAD) AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Sullivan County Anti-Drug Coalition (SCAD) has received grant funding from the federal government to assist in combatting the opioid epidemic in the Sullivan County region, including the City of Kingsport; and

WHEREAS, the Sullivan County Opioid Response Team (SCORT) was created to offer assistance to opioid overdose victims and their families; and

WHEREAS, as part of this program, a Kingsport police officer will accompany SCORT members as they make initial contact with victims and their family within the city limits; and

WHEREAS, officers participating in this program will be utilized outside of their regular working hours will be paid overtime (time and a half), and SCAD will reimburse the police department for the time incurred by officers.

Now therefore,

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

SECTION I. That an agreement with the Sullivan County Anti-Drug Coalition for the Kingsport Police Department is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with the Sullivan County Anti-Drug Coalition and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement ("Agreement") is made effective on _____, 2019, between the City of Kingsport, a municipality of the State of Tennessee located at 200 Shelby Street, Kingsport, TN for its Kingsport Police Department and a Tennessee not-for-profit corporation, the Sullivan County Anti-Drug Coalition (SCAD Coalition).

Section 1

AGREEMENT TERMS

1.1. This Agreement is effective immediately upon execution of signatures by all parties and remains in effect until December 31, 2020 or until maximum funding limits (Section 4.1) are reached, or it is terminated by one of the signatory parties. Cancellation of this Agreement requires 30 days written notice by one of the signatory parties, or as specified in Section Six.

Section 2

SCOPE OF SERVICES

2.1 City acknowledges and accepts that this contract is for the execution of the goals of the SCAD Coalition in accordance with Tennessee Department of Mental Health and Substance Abuse grant

2018-MU-K071. As available and within the city limits, City, through its Police Department will assist with at least the first contact at an overdose survivor's residence, when contacted by SCAD Coalition.

Section 3

INDEPENDENT CONTRACTOR

3.1 For the purpose of this Agreement and all services to be provided hereunder, City shall be, and shall be deemed to be, an independent contractor and, except as otherwise provided in the Agreement not an agency or employee of the other party. City hereby acknowledges that it is an independent Contractor and that it is not an employee of SCAD Coalition. The SCAD Coalition is interested in the result of the requested services only and does not direct or control the manner in which the services are performed. The SCAD Coalition is not responsible for withholding taxes, and shall not withhold FICA or other taxes of any kind from any payments to the Provider. As an independent contractor, City is not entitled to employment benefits from the SCAD Coalition.

Section 4

FEES AND CHARGES

4.1 SCAD Coalition shall pay City's fees and charges based on satisfactory performance of services specified in Section 2. SCAD Coalition agrees to compensate City up to a maximum of \$120.26 per visit. City will be paid monthly for the effective period of the contract. Any additional charges shall require prior written approval of the SCAD Coalition.

4.2 City shall submit an invoice by or not later than the last day of each month, not to exceed a total of 40 hours per week, calculated at an hourly rate up to \$60.13 per hour, to SCAD Coalition Office located at 3193 Hwy 126, Blountville 37617. Invoices must be accompanied by an activities report in a form specified by the SCAD Coalition. Other appropriate documents in support of this report. Work will be done for 4 weeks.

4.3 City agrees that any bill, fee or charge received by SCAD Coalition from City that is not paid within 30 days of the date of the invoice shall bear interest at the lesser of 10 percent per month or the highest rate allowed by applicable law unless the invoice is disputed by the SCAD Coalition. SCAD Coalition must provide City written notification of a disputed invoice within 10 days from receipt of request for payment.

4.4 **Consultant Rates:** Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

4.4.1 Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making component is \$650 per day or \$81.25 per hour.

4.4.2 This limit is specified in the terms and special conditions of the award.

4.4.3 When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.

4.4.4 An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.

4.4.5 Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.

4.4.6 Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.

4.4.7 In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.

4.4.7.1 If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component written prior approval must be obtained.

4.4.8 Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.

4.4.8.1 If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.

4.4.8.2 If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

Section 5

INFORMATION SHARING

5.1 Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and is so marked as proprietary. Both parties agree to keep confidential all such information and data

and shall not disclose same within whole or in part to any third party without the others written consent.

5.2 Both parties agree that without the other's proper written consent, it will not copy or reproduce any information related to this Agreement in the form of data or sell, assign, disclose, disseminate, give, or transfer any such information or data or any portion thereof to any third party at any time whether before or after termination of this Agreement.

5.3 Both parties further agree that upon termination of this Agreement or completion of any task assigned here under, it will return all applicable equipment, information, data, related notes and work papers belonging to the other.

5.4 Notwithstanding anything in this Agreement to the contrary any documents, records, or materials, including Agreement, in any format, including but not limited to paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T. C. A. 10-75-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in this Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents, records or materials, as defined by T. C. A. 10-7-503 et seq., including but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to SCAD Coalition or providing SCAD Coalition with notice or the time to obtain a protective order. The provisions set forth in this Section 6.4 shall survive the termination of this Agreement.

Section 6 TERMINATION

6.1 This Agreement shall terminate upon the expiration of its term in accordance with Section 5 and may be terminated as follows:

6.2 Either party may terminate this Agreement for its convenience upon 30 days terminate written notice to the other party.

6.3 Either party shall have the right to terminate this Agreement if the other party commits a material breach of obligation under this Agreement; provided however that the party seeking termination must give the other party written notice of the breach and must afford 10 days to cure such breach; whereupon, such notice shall be deemed void.

6.4 Either party shall also have the right to terminate this Agreement in the event the other party is declared insolvent or bankrupt by a court of competent jurisdiction, or a voluntary petition of bankruptcy is filed in any court of competent jurisdiction by the other party, or the other party shall make or execute an assignment for the benefit of creditors, in which case termination shall be effective upon written notice to that effect.

6.5 Notwithstanding section or clause of this Agreement, City may terminate this Agreement at any time, without prior notice, for SCAD Coalition's failure to make payments for services rendered under this Agreement.

6.6 This Agreement may be terminated by default for

A. Failure or breach of any warranty

B. Failure to timely perform any duty, obligation or undertaking required in this Agreement, provided that the failure to perform was not the fault of the other party.

C. In the event of a default of either party, provided that the default was not cured pursuant to paragraph 7.11, the non-defaulting party shall have the right, without further notice, to terminate the Agreement and to exercise any, all or any combination of the remedies available at law or in equity.

6.6 Following the termination of this Agreement, City shall immediately provide a detailed invoice to the SCAD Coalition for all accrued fees, charges, and all reimbursable expenses. SCAD Coalition shall pay the invoiced amount immediately upon receipt of such invoice. Any fees or charges or reimbursable expenses not paid within 30 days after the invoice date shall bear interest at the littlest of 10 percent per month or the highest rate allowed by applicable law unless the invoice is disputed by SCAD Coalition in accordance with Section 4 of this Agreement.

Section 7

CONFLICT OF INTEREST

7.1 City hereby confirms that there is no conflict of interest with entering into this Agreement, such as the individual or their immediate family currently serving on Sullivan County Anti-Drug Coalition Board of Directors.

Section 8

LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY, PUBLIC NOTICE AND RECORDS, INDEMNIFICATION/HOLD HARMLESS

8.1 Lobbying. City certifies, to the best of its knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, City shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) City shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

8.2 Nondiscrimination. City hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the City on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. City shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

8.3 Public Accountability. If City is subject to Tenn. Code Ann. §8-4-401 *et seq.*, or if this Agreement involves the provision of services to citizens by City on behalf of the Sullivan County Anti-Drug Coalition, City agrees to establish a system through which recipients of services may present grievances about the operation of the service program. City shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating: NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. Sullivan County Anti-Drug Coalition shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from City, provide City with any necessary signs.

8.4 Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by City in relation to this Agreement shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee Department of Mental Health and Substance Abuse Services." All notices by City in relation to City shall be approved by the State.

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

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

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

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

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

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

8.6 Licensure. City and its employees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

8.7 Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. § 39-17-1601 through 1606, City shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. City shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Agreement.

8.8 Confidentiality of Records. Strict Standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to City by Sullivan County Anti-Drug Coalition or acquired by City on behalf of Sullivan County Anti-Drug Coalition that is regarded as confidential information under state or federal law shall be considered "Confidential Information." Nothing in this Section shall permit City to disclose any Confidential Information, regardless of whether it has been disclosed or made available to City due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. City shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Agreement.

8.9 HIPAA Compliance. Sullivan County Anti-Drug Coalition and City shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Agreement.

a.) City warrants to Sullivan County Anti-Drug Coalition that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable HIPAA requirements in the course of this Agreement.

b.) City warrants that it will cooperate with Sullivan County Anti-Drug Coalition, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

c.) Sullivan County Anti-Drug Coalition and City will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep Sullivan County Anti-Drug Coalition and City in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

8.10 Rule 2 Compliance. Sullivan County Anti-Drug Coalition and City, as applicable, shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. 42§ .1 *et seq.*

a. City warrants to Sullivan County Anti-Drug Coalition that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

b. City warrants that it will cooperate with the Sullivan County Anti-Drug Coalition, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

c. Sullivan County Anti-Drug Coalition and City will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the Sullivan County Anti-Drug Coalition and City in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the Sullivan County Anti-Drug Coalition under this Agreement is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits Sullivan County Anti-Drug Coalition to receive such information without entering into a business associate agreement or signing another such document.

**Section 9
MISCELLANEOUS**

9.1 Each party to this Agreement acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified, except by a written instrument duly executed by the parties.

9.2 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

9.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

9.4 The waiver by either party of any terms or conditions of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

9.5 Force Majeure: Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, lockouts, terrorism or fuel crisis, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period of equal duration of the Force Majeure.

9.6 This Agreement shall be governed by the laws of the State of Tennessee. This Agreement is governed by and will be construed according to the internal laws, including but not limited to the State of Tennessee, without regard to conflict of laws principles. This Agreement and the parties obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee. The SCAD Coalition hereby consents to jurisdiction in the state and federal courts of the State of Tennessee and to venue of Sullivan County, Tennessee where SCAD Coalitions' office is located with respect to all disputes concerning the subject matter of this Agreement. The prevailing party in any dispute shall be entitled to reimbursement from the other party for all fees, costs and expenses (including reasonable attorneys' and legal fees, costs and expenses) incurred by the prevailing party in connection with the enforcement of the terms hereof and the exercise of any remedies hereunder.

9.7 This instrument embodies the whole agreement of the parties involved and both parties agree that there are no other promises, terms, conditions or obligations which pertain between them in regard to this document. City will be in compliance with all applicable Department of Mental Health and Developmental Disabilities, Division of Alcohol and Drug Abuse standards, and other service provider's standards when applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 2nd day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Designating Signature Authority for the Mayor to Execute and file Awards, Contracts, and Necessary Documents to the Federal Transit Administration and the Tennessee Department of Transportation on Behalf of the City of Kingsport

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

Action Form No.: AF-163-2019
Work Session: July 1, 2019
First Reading: N/A

Final Adoption: July 2, 2019
Staff Work By: Chris Campbell
Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

When a new Mayor is elected, the Federal Transit Administration (FTA) and the Tennessee Department of Transportation (TDOT) requests signatory authority be formally transferred from the previous Mayor to the new Mayor. The resolution states the Mayor or his designee is authorized to execute and file awards, contracts and necessary documents to FTA and TDOT on behalf of the City of Kingsport.

Attachments:

- 1. Resolution
- 2. Sample Designation Forms

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS AND CONTRACTS FOR THE TENNESSEE DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY

WHEREAS, the Tennessee Department of Transportation requires a new Signature Authority Form for contracts, invoices, and other documents, upon the election of the new mayor; and

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Form for contracts, invoices, and other documents with the Tennessee Department of Transportation.

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 2nd day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



Signatory Authority Form

Contracts – Invoices – Other Documents

Recipient:	
<i>The following list of individuals have authority to sign and submit CONTRACTS to TDOT Division of Multimodal Transportation Resources on behalf of our agency:</i>	
#1 Name: Patrick W. Shull	#2 Name:
Title: Mayor	Title:
Signature:	Signature:
#3 Name:	#4 Name:
Title:	Title:
Signature:	Signature:

<i>The following list of individuals have authority to sign and submit INVOICES and other documents - except Contracts - to TDOT Division of Multimodal Transportation Resources on behalf of our agency:</i>	
#1 Name: Chris Campbell	#2 Name:
Title: Public Transportation Manager	Title:
Signature:	Signature:
#3 Name:	#4 Name:
Title:	Title:
Signature:	Signature:

As Executive of the recipient agency, I certify that I and the listed individuals have authority to sign and submit contracts, invoices, and other documents to TDOT Multimodal. The authority granted to the individuals may be revoked at any time by written notice to TDOT Multimodal.

Name: Patrick W. Shull
Title: Mayor, City of Kingsport
Signature:

<i>For TDOT Use Only</i>
Date Approved:
Approved by:

PLACE ON YOUR ORGANIZATION/COMPANY/AGENCY LETTERHEAD

DESIGNATION OF SIGNATURE AUTHORITY

RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The City of Kingsport hereby designates Patrick W. Shull, Mayor of Kingsport, as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

(Signature) (Name of the Applicant/Recipient's Mayor)

(Date)

(Signature) (Name of the Applicant/Recipient's Legal Counsel)

(Date)



AGENDA ACTION FORM

Amend Grant Contract with the Tennessee Department of Environment & Conservation's Office of Energy Programs (TDEC OEP) – Tennessee Natural Gas and Propane Vehicle Grant Program

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

Action Form No.: AF-160-2019
Work Session: July 1, 2019
First Reading: N/A

Final Adoption: July 2, 2019
Staff Work By: Steve Hightower
Presentation By: R. McReynolds/S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

On March 20, 2018 the Board of Mayor and Aldermen approved a grant managed by the Tennessee Department of Environment & Conservation's Office of Energy Programs (TDEC OEP) to convert eligible vehicles to propane (AF-48-2018). The purpose of this program is to incentivize the investment in and purchase of natural gas or propane-powered vehicles. This grant allowed the conversion of nine (9) police cruisers. On October 2, 2018 (AF-226-18) the grant was amended to increase the conversions to a total of twenty (20) Dodge Charger police cruisers.

It is requested to amend the contract by deleting one (1) Dodge Charger police cruiser, and adding one (1) Dodge Durango police vehicle for conversion. Both vehicles are equipped with the same engine therefore the Alliance conversion kit can be used with no additional cost. The option to be powered by either gasoline or propane continues to be available for the police vehicles. This opportunity continues our path to "Greening" the fleet while providing annual fuel savings as referenced in the Fiscal Calculations document.

Grant Project	Original Grant 9 Police Cruisers	Requested Increase 11 Police Cruisers	Final Grant Total 20 Police Cruisers
Grant 52.5%	\$30,712.50	\$37,537.50	\$68,250.00
Grantee 47.5%	\$27,787.50	\$33,962.50	\$61,750.00
Total	\$58,500.00	\$71,500.00	\$130,000.00

Attachments:

- Resolution
- Contract Amendment
- Email Requesting Contract Amendment

Funding source appropriate and funds are available: *je*

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

RESOLUTION NO. _____

A RESOLUTION AMENDING THE NATURAL GAS AND PROPANE VEHICLE GRANT MANAGED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION'S OFFICE OF ENERGY TENNESSEE BY ADDING ADDITIONAL VEHICLES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND PROPER TO RECEIVE THE GRANT

WHEREAS, in March, 2018, the board approved a grant managed by the Tennessee Department of Environment & Conservation's Office of Energy Programs (TDEC OEP) to convert eligible police cruisers to propane; and

WHEREAS, the grant allowed for the conversion/up fit of up to nine (9) police cruisers and was in the amount of \$30,712.50, with the match of \$27,787.50 required for the labor of the conversion; and

WHEREAS, in October, 2018, the city amended the grant agreement to add an additional eleven (11) police cruisers for a total of twenty (20) cruisers converted, and increasing the TDEC OEP grant to a total of \$68,250.00; and

WHEREAS, the parties want to amend the agreement, by deleting one Dodge Charger police cruiser and adding one Dodge Durango police vehicle for conversion.

WHEREAS, there is no additional cost for this substitution.

Now therefore,

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

SECTION I. That the amendment to the Tennessee Natural Gas and Propane Vehicle Grant from the Tennessee Department of Environment and Conservation's Office of Energy Programs, deleting one Dodge Charger police cruiser and adding one Dodge Durango police vehicle for conversion is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to amend the Tennessee Natural Gas and Propane Vehicle Grant from the Tennessee Department of Environment & Conservation's Office of Energy Program by deleting one Dodge Charger police cruiser and adding one Dodge Durango police vehicle for conversion.

SECTION III. That the mayor is authorized to execute an amendment to the original contract consistent with this resolution and any and all documents, including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 2nd of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AMENDMENT 1
OF GRANT CONTRACT 59902**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

- 1. Grant Contract section A.2.a. Vehicle Procurement or Conversion is deleted in its entirety and replaced with the following:

- a. Vehicle Procurement or Conversion.

The Grantee shall convert nineteen (19) City-owned Dodge Charger police vehicles and one (1) City-owned pre-existing Durango police vehicle to run on propane with Prins Autogasssystemen B.V. bi-fuel conversion systems, which shall result in the reduction of gasoline or diesel fuel usage as described in the Grantee's proposal (Attachment 2) and (Attachment 2 Mod 1).

- 2. Grant Contract section A.3.c. is deleted in its entirety and replaced with the following:

- c. The Grantee's proposal (Attachment 2) and (Attachment 2 Mod 1) incorporated to elaborate supplementary scope of services specifications;

- 3. Grant Contract Attachment 2 Mod 1 attached hereto is added as a new attachment.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

GRANTEE SIGNATURE

DATE

John Clark, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE AGENCY NAME:

David W. Salyers, P.E., Commissioner

DATE

 GRANT AMENDMENT					
Agency Tracking # 32701-03548		Edison ID 59902		Contract # 1	
Contractor Legal Entity Name City of Kingsport				Edison Vendor ID 0000001562	
Amendment Purpose & Effect(s) Tennessee Natural Gas and Propane Vehicle Grant Program – Revise Scope of Services					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				End Date: May 26, 2020	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$ 0.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019				\$68,250.00	\$68,250.00
TOTAL:				\$68,250.00	%68,250.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Scott Hammer 1st</i>				CPO USE	
Speed Chart (optional) EN00019838		Account Code (optional) 71302000			

327.52

Simple Budget & Fiscal Calculations 2018 City of Kingsport Application – V2

For the 2018 Tennessee Natural Gas & Propane Vehicle Grant Program

19% is the increase in use of fuel rate that is used here moving from gasoline to propane. That is the rate we have seen for fuel economy decrease in our own vehicles.

Vehicle	Conv. System & Installation	Fuel Use GGEs	LPG gallons
1. 2017 Dodge Charger - RWD	\$6,500.00	1,500	1,785
2. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
3. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
4. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
5. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
6. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
7. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
8. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
9. 2017 Dodge Charger - AWD	\$6,500.00	1,500	1,785
10. 2018 Dodge Charger - RWD	\$6,500.00	1,500	1,785
11. 2018 Dodge Charger - RWD	\$6,500.00	1,500	1,785
12. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
13. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
14. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
15. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
16. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
17. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
18. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
19. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
20. 2018 Dodge Charger - AWD	\$6,500.00	1,500	1,785
TOTALS	\$130,000.00	30,000	35,700

Request in Grant Funding:	\$68,250.00	52.5%
Amount covered by CoK:	\$61,750.00	47.5%
Checksum -	\$130,000.00	100.0%
Per vehicle grant request =	\$3,412.50	
Per vehicle CoK cost share =	\$3,087.50	
Checksum -	\$6,500.00	

Pricing	
Gasoline =	\$2.00
Propane =	\$1.30

Annual Cost Savings	
Ann. fuel cost if 100% that fuel:	
Gasoline	Propane
\$60,000	\$46,410

If all vehicles use propane 75% of the time, these are the annual fuel cost and ultimate cost savings:		
	(gallons)	(cost)
<u>Gasoline</u> gallons (25%) + cost per year =	7,500	\$15,000.00
<u>Propane</u> gallons (75%) + cost per year =	26,775	\$34,807.50
Total annual fuel cost if 75% propane is used =		\$49,807.50
Cost Savings =		\$10,192.50

Payback Calculation - All Vehicles	
CoK Cost, with Grant	\$61,750.00
Cost Savings / Year	\$10,192.50
	6.1

The projected Payback Period based on above costs and cost savings is **6.1 years**.

Shirley Thornton

From: Hightower, Steve <SteveHightower@KingsportTN.gov>
Sent: Tuesday, March 26, 2019 3:31 PM
To: Alexa Voytek
Subject: Modification to Grant Contract Received – Vehicle Change

Alexa,

Good Afternoon!

I am contacting you about the possibility of making a small modification to our grant for converting 20 police vehicles to bi-fuel propane autogas.

We recently (11/15/19) had one of the 2019 Dodge Charger police vehicles (Unit 2355 – 2017 model) involved in an accident that has ended in a total loss for the Charger. As such, we are inquiring about the possibility of editing our contract to either:

- a) change one vehicle in the contract from a Charger to a Dodge Durango, or
- b) make all twenty refer to either Chargers or Durango's.

Here are several pieces to the backstory that are part of the request:

1. As you may know, more and more police departments are looking at and using SUVs for police service. They are offer more room for equipment and people. Ford Explorer Interceptors are what are most commonly seen in this application, but we have some issues with using the Ford Utility Interceptor which are one of the main reasons why we use Dodge police vehicles. As such, Dodge has introduced a new model 2019 "Durango Pursuit" that uses the same 5.7Liter V8 engine that is used in the Dodge Charger. Because it is the same engine, the same Alliance conversion kit, once EPA certified, can be used on a Charger or a Durango, so no cost change is needed.

2. As you also know, we work with Alliance Autogas from time to time by providing them a current year Dodge Charger that they take and use to do the necessary testing to get that year's vehicle certified by the EPA to run bi-fuel propane. Alliance is interested in working with us on a Durango. As such – with

your approval to make this change – we will purchase not one but two Durango's: one to go to testing with Alliance, and one that will get converted via the program funding. In short, with approval, we are not seeking any additional funding, but Kingsport potentially will get not one, but two Durango's converted. That means slightly greater emissions reductions and petroleum use in Kingsport for the same dollars.

3. Additionally, I was able to recently let a State of Tennessee Highway Patrolman drive one of our police vehicles... and they loved it. However, it looks like the THP may also be considering Durango's as another option for police use. If we can make this change in our contract, it's possible that an outcome of this could be having a better product to show the THP for considering using bi-fuel propane at the state level.

Please let me know if you need further information from me. Thank you for your consideration.

Sincerely,

Steve Hightower



AGENDA ACTION FORM

Award of Bid to W-L Construction for 2019 Contracted Paving Area 11A – Upper Sevier Terrace Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-158-2019
 Work Session: July 1, 2019
 First Reading: N/A
 Final Adoption: July 2, 2019
 Staff Work By: Staff
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on June 12, 2019 for the 2019 Contracted Paving Area 11A – Upper Sevier Terrace project. This project consists of milling, asphalt markings, and other related work associated with paving the designated roads/streets in the western quadrant of the City of Kingsport. The project shall be completed by November 1, 2019.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, W-L Construction & Paving, Inc. in the amount of \$1,075,463.63

Base Bid	\$1,075,463.63
Engineering Inspection & Admin 6%	68,400.00
Contingency 6%	<u>64,528.00</u>
Total Project Cost	\$1,208,391.63

The base engineering estimate for the referenced project is \$1,093,599.88.

Funding is available and identified in NC2000.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Map

Funding source appropriate and funds are available: *js*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE 2019 CONTRACTED PAVING AREA 11A-UPPER SEVIER TERRACE TO W-L CONSTRUCTION & PAVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 12, 2019, for the 2019 contracted paving area 11A-Upper Sevier Terrace project; and

WHEREAS, upon review of the bids, the board finds W-L Construction & Paving is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the project which consists of milling, asphalt markings, and other related work associated on western quadrant of the city from W-L Construction & Paving at an estimated cost of \$1,208,391.63; and

WHEREAS, funding is identified in project number NC200.

Now therefore,

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

SECTION I. That the bid for the 2019 contracted paving area 11A-Upper Sevier Terrace project, consisting of milling, asphalt markings, and other related work associated in the western quadrant of the city at an estimated cost of \$1,208,391.63 is awarded to W-L Construction & Paving, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 2nd of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MINUTES
BID OPENING
June 12, 2019
4:00 P.M.**

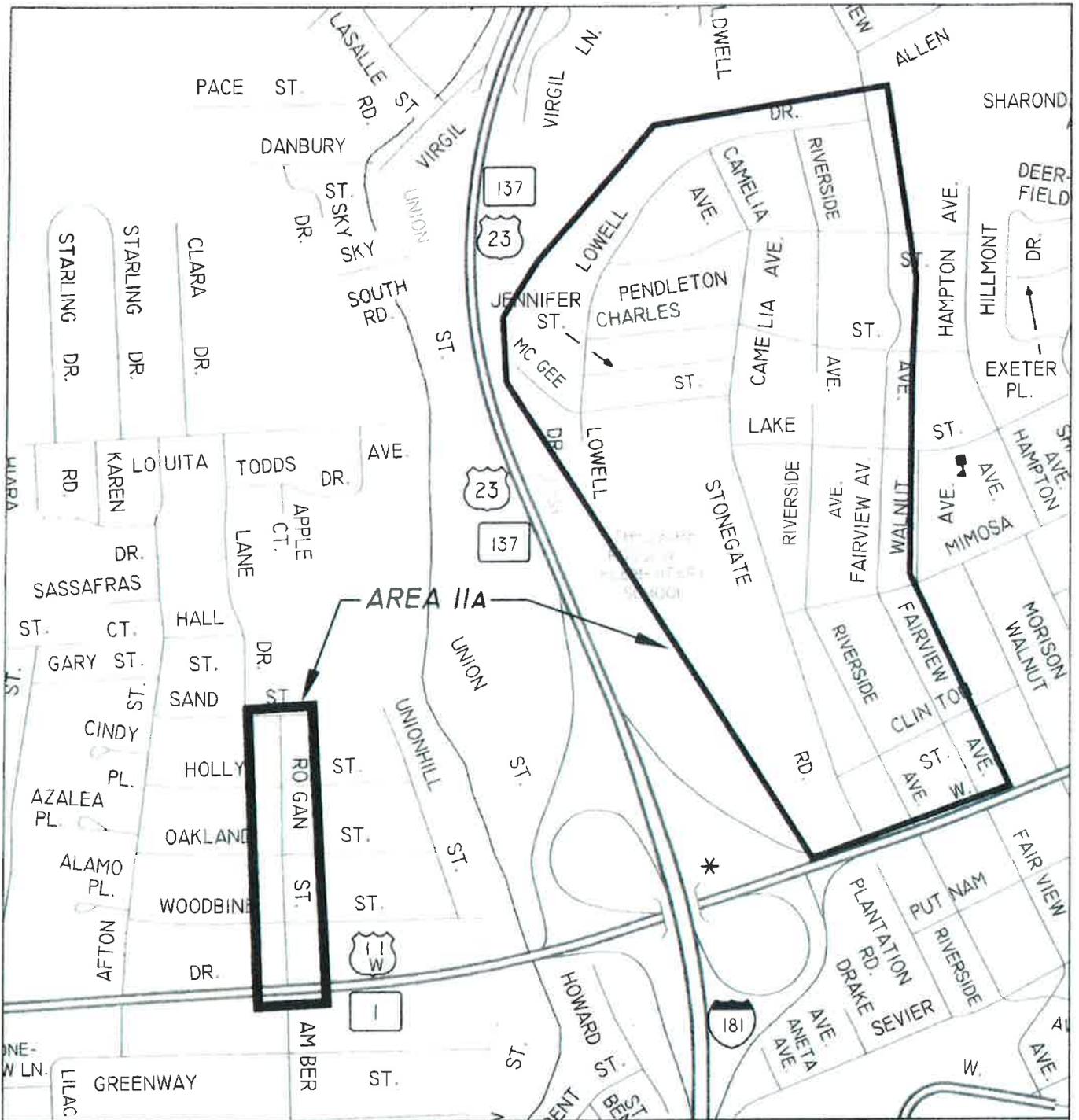
Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

2019 Contracted Paving Area 11A	
Vendor:	Base Bid:
W-L Construction & Paving	\$1,075,463.63
Summers-Taylor, Inc.	\$1,226,395.00

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



**2019 CONTRACTED ASPHALT PAVING
AREA IIA**

LOCATION MAP



AGENDA ACTION FORM

Award of Bid to W-L Construction for 2019 Main Roads Contracted Paving Authorizing the Mayor to Sign all Applicable Documents

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

Action Form No.: AF-159-2019
Work Session: July 1, 2019
First Reading: N/A

Final Adoption: July 2, 2019
Staff Work By: Staff
Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on June 19, 2019 for the 2019 Main Roads Contracted Paving project. This project consists of milling, asphalt markings, and other related work associated with paving the designated roads. The roads included in this project are Fall Creek Road, Hemlock Road, and a section of Harbor Chapel Road. The project shall be completed by November 1, 2019.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, W-L Construction & Paving, Inc. in the amount of \$521,387.45 –

Base Bid	\$521,387.45
Engineering Inspection & Admin 6%	33,161.00
Contingency 6%	31,284.00
Total Project Cost	<u>\$585,832.45</u>

The base engineering estimate for the referenced project is \$625,845.20.

Funding is available and identified in NC2000.

Attachments:

- Resolution
- Bid Opening Minutes
- Map

Funding source appropriate and funds are available: *js*

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE 2019 MAIN ROAD CONTRACTED PAVING PROJECT TO W-L CONSTRUCTION & PAVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened June 19, 2019, for the 2019 main road contracted paving project; and

WHEREAS, upon review of the bids, the board finds W-L Construction & Paving is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract for the project which consists of milling, asphalt markings, and other related work associated on Fall Creek Road, Hemlock Road, and a section of Harbor Chapel Road from W-L Construction & Paving at an estimated cost of \$585,832.45; and

WHEREAS, funding is identified in project number NC2000.

Now therefore,

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

SECTION I. That the bid for the 2019 main road contracted paving project, consisting of milling, asphalt markings, and other related work associated Fall Creek Road, Hemlock Road, and a section of Harbor Chapel Road at an estimated cost of \$585,832.45 is awarded to W-L Construction & Paving, and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 2nd of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**MINUTES
BID OPENING
June 19, 2019
4:00 P.M.**

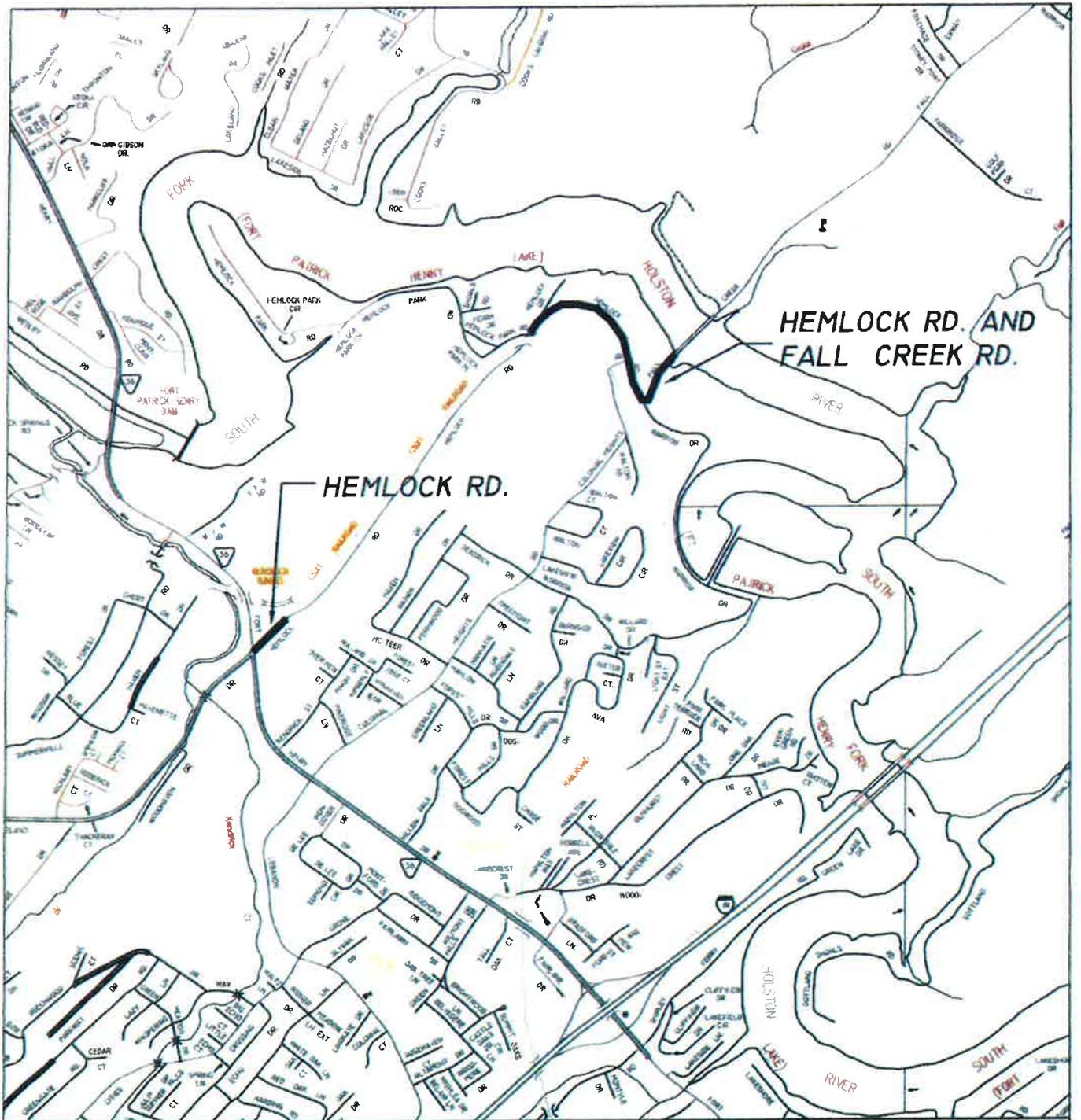
Present: Brent Morelock, Procurement Manager; and Nikisha Eichmann, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

2019 CONTRACTED PAVING – MAIN ROADS	
Vendor:	Base Bid:
Summers-Taylor, Inc.	\$583,927.00
W-L Construction & Paving, Inc.	\$521,387.45

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



**HEMLOCK RD. AND
FALL CREEK RD.**

HEMLOCK RD.



**MAIN ROADS 2019
CONTRACTED ASPHALT PAVING
HEMLOCK RD. AND FALL CREEK RD.**

LOCATION MAP



AGENDA ACTION FORM

Designating the City Manager as the CEO in the National Transit Database

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

Action Form No.: AF-164-2019
Work Session: July 1, 2019
First Reading: N/A

Final Adoption: July 2, 2019
Staff Work By: Chris Campbell
Presentation By: Chris Campbell

Recommendation:

Approve the Resolution.

Executive Summary:

When the City Manager changes, the National Transit Database (NTD) requests to be formally notified to create a new CEO user account. This CEO account is used to review, approve, and submit annual Public Transit data.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE CITY MANAGER AS THE
CEO IN THE NATIONAL TRANSIT DATABASE

WHEREAS, the National Transit Database (NTS) requires a new city manager to create a new CEO User Account to review, approve, and submit annual public transit data; and

Now therefore,

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

SECTION I. That Christopher W. McCartt is designated as CEO for the National Transit Database, and is authorized to create a new CEO user account.

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 2nd day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Receive ALA Great Stories Club: Truth, Racial Healing, and Transformation: Growing Up Brave on the Margins: Courage and Coming of Age Grant for the Library

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

Action Form No.: AF-162-2019
 Work Session: July 1, 2019
 First Reading: N/A

Final Adoption: July 2, 2019
 Staff Work By: Chris Markley
 Presentation By: Chris Markley

Recommendation:

Approve the Resolution.

Executive Summary:

The Library is applying for the ALA (American Library Association) Great Stories Club Grant. This grant will allow the Library to partner with Girls, Inc. to form a reading and discussion program to engage teens who are facing difficult challenges through a literature-based outreach program. The grant will provide copies of 4 theme related books to a group of 10 teens and provide training to the Youth Services Librarian on how to lead and facilitate the discussion.

No Matching Funds are required, all expenses are covered by the grant.

Attachments:

- 1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN AMERICAN LIBRARY ASSOCIATION GREAT STORIES CLUB GRAN

WHEREAS, the city would like to apply for a Great Stories Club Grant through the American Library Association; and

WHEREAS, this grant will allow the library, in conjunction with Girls, Inc., to form a reading and discussion program to engage teens who are facing difficult challenges through a literature-based outreach program; and

WHEREAS, the grant will provide copies of 4 theme related books to a group of 10 teens and provide training to the Youth Services Librarian on how to lead and facilitate the discussion.

WHEREAS, there are no matching funds required.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Great Stories Club Grant through the American Library Association which requires no matching funds.

SECTION II. That the mayor is authorized and directed to execute an agreement and all documents, including those necessary and proper to demonstrate the city's compliance with the grant requirements or its provisions necessary to effectuate the purpose of the grant or this resolution.

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

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

ADOPTED this the 2nd day of July, 2019.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY