



## **AGENDA**

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

**Monday, June 1, 2020, 4:30 p.m.  
City Hall, 225 W. Center St., Courtroom**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **Leadership Team**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
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  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

1. Call to Order
2. Roll Call
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.
4. Election Date Discussion – Mayor Shull
5. Review of Items on June 2, 2020 Business Meeting Agenda
6. Adjourn

**Next Work Session June 15**

# City of Kingsport

June 2, 2020

## Project Status in Pictures

### 1 ADA Sidewalks

City crews are working on finishing ADA approved sidewalks around Oak Street.

### 3 West Kingsport Pump Station

Bypass pumping is operational and pump is off line while well is cleaned and pressure washed.

### 2 Fort Henry Drive Paving

Summers-Taylor recently paved a section of Fort Henry Drive. Permanent traffic markings still need to be added.

### 4 Wilcox Overpass

Crews have started prepping the bridge for repainting and the landscaping portion of the project has started.





# 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	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2021	TDOT has revised the project scope as requested. Staff is working with TDOT on a contract amendment, which is expected to come to the BMA May 19th for consideration.
\$6,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	City staff working on ROW phase. Notices of proposed acquisition have been mailed and we are in process of hiring appraisal consultants.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Bypass pumping is operational and station is off line. Wet well has been cleaned and pressure washed. Finishing 16" force main on Keller.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig working in NEPA phase.
\$3,312,698.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/20/2020	3rd floor punch list starts this week with architect.
\$2,888,300.00	Niki Ensor	<b>Wastewater Facilities SCADA/Telemetry Project</b>	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.	8/28/2020	55 remote sites are transmitting data. Another 20 sites should be up week of 5/4/20. Staff working is working to ensure data is correct.
\$2,508,812.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/18/2021	Pre Construction meeting held 5/14/20.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Consultant is working on NEPA document.
\$2,341,130.00	Kitty Frazier	<b>Miracle Field Complex</b>	Construction of ball field, playground, and amenities.	6/13/2020	Project complete except some IT equipment and minor punch list issues.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Architect is working on plans and having discussions with staff.
\$2,225,522.00		<b>City Hall Relocation - Phase 2</b>	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.		Demolition of 1st floor has started.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	9/3/2021	Contractor to begin work in the fall.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	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	Barge is working on NEPA documents.
\$1,000,000.00	Michael Thompson	<b>Area 11b Asphalt Paving</b>	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	8/1/2020	City crews to perform this work contingent upon FY20, FY21 budget adjustment decisions.
\$997,475.00	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	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	Advertise for bids on 5/24/2020, bid opening 6/17/2020
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)</b>	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]	5/29/2020	Contractor expects to resume construction in May depending on Weather conditions.
\$873,345.88	Chad Austin	<b>2019 I &amp; I Sewer Rehab/Replacement</b>	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	E. Sullivan Street sewer rehab work to begin 5/26/20.
\$699,000.00	Niki Ensor	<b>Hillcrest &amp; Allandale Water Storage Tank Rehabilitation</b>	Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	G & L began mobilizing equipment and materials for Allandale Tank on Monday May 18th.
\$661,140.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Advertise for bids on 5/24/2020, bid opening 6/17/2020
\$481,183.00	Ryan McReynolds	<b>Wilcox Bridge (Wilcox Dr. &amp; E. Sullivan St.)</b>	Bridge re-painting and landscaping	7/1/2020	Contractor is applying green base coat of paint and has begun preparing the landscaping areas.
\$464,703.10	Chad Austin	<b>Border Regions Sanitary Sewer Extension - Tri Cities Crossing Area</b>	Sanitary sewer extension in the vicinity of the Tri Cities Crossing proposed development	8/1/2020	Contractor to begin work on 5/18/20.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	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.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$376,352.00	Michael Thompson	<b>Area 10-Phase 2 Contracted Concrete</b>	Replacing concrete roadway panels along Hollywood Drive	9/8/2020	Work is completed. Will begin working through close out and final payments.



Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	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
\$51,150.00		<b>Exhaust Systems Repair and Maintenance Fire Stations 1-8</b>	Repairs, upgrades, and maintenance to Fire Stations 1 - 8 Fume Exhaust Systems.	6/17/2020	Job has finished ahead of schedule.

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## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **BUSINESS MEETING**

**Tuesday, June 2, 2020, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom**

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Jennifer Adler  
Alderman Betsy Cooper

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
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  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

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

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

#### **II.B. INVOCATION – Alderman Darrell Duncan**

#### **III.A. ROLL CALL**

#### **III.B. A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare or all concerned in light of the COVID-19 virus.**

#### **IV.A. RECOGNITIONS & PRESENTATIONS**

None

#### **IV.B. APPOINTMENTS**

None

#### **V. APPROVAL OF MINUTES**

1. Budget Work Session – May 11, 2020
2. Budget Work Session – May 14, 2020
3. Work Session – May 18, 2020
2. Business Meeting – May 19, 2020

#### **VI. COMMUNITY INTEREST ITEMS**

##### **A. PUBLIC HEARINGS**

1. Public Hearing and Consideration of an Ordinance to Adopt the FY 20-21 Budget (AF: 129-2020) (Chris McCartt)
  - Public Hearing
  - Ordinance – First Reading
2. Public Hearing and Consideration of an Ordinance to Adopt the FY 20-21 Water Fund Budget (AF: 130-2020) (Chris McCartt)
  - Public Hearing
  - Ordinance – First Reading
3. Public Hearing and Consideration of an Ordinance to Adopt the FY 20-21 Sewer Fund Budget (AF: 131-2020) (Chris McCartt)
  - Public Hearing
  - Ordinance – First Reading
4. Consideration of an Ordinance to Adopt the FY 20-21 Metropolitan Planning Project Grant Budget (AF: 132-2020) (Chris McCartt)
  - Public Hearing
  - Ordinance – First Reading
5. Consideration of an Ordinance to Adopt the FY 20-21 Urban Mass Transit Budget (AF: 133-2020) (Chris McCartt)
  - Public Hearing
  - Ordinance – First Reading
6. Consideration of an Ordinance to Adopt the FY 20-21 Special Schools Projects Grant Fund Budget (AF: 134-2020) (Chris McCartt, David Frye)
  - Public Hearing
  - Ordinance – First Reading
7. Consideration of an Ordinance to Adopt the FY 20-21 School Public Law 93-380 Grant Project Fund Budget (AF: 135-2020) (Chris McCartt, David Frye)
  - Public Hearing
  - Ordinance – First Reading



8. Providing for the FY 20-21 Community Development Block Grant Budget (AF: 136-2020) (Chris McCartt)
  - Public Hearing
  - Ordinance – First Reading

### **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. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 137-2020) (Chris McCartt)
  - Ordinance – First Reading

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

1. Amend the FY 2020 School Special Projects Fund Budget (AF: 125-2020) (David Frye)
  - Ordinance – Second Reading and Final Adoption
2. Amend the FY 2020 Schools Federal Projects Fund Budget (AF: 124-2020) (David Frye)
  - Ordinance – Second Reading and Final Adoption
3. Amend the FY 2020 General Purpose School Fund and School Nutrition Fund Budgets (AF: 123-2020) (David Frye)
  - Ordinance – Second Reading and Final Adoption

### **D. OTHER BUSINESS**

1. Awarding the Bid for the Purchase of Road Salt for FY21 (AF: 138-2020) (Ryan McReynolds)
  - Resolution
2. Contract Renewal with MedFit Center for a Physical Wellness Program (AF: 122-2020) (Chad Austin)
  - Resolution
3. Revised Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park (AF: 128-2020) (Chris McCartt)
  - Resolution
4. Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2020-2021 Benefiting the General Welfare of Kingsport Residents (AF: 148-2020) (Chris McCartt)
  - Resolution

5. Memorandum of Understanding between the City of Kingsport and KHRA for Assistance with the CDBG Program (AF: 147-2020) (Chris McCartt)
  - Resolution
6. Purchase of Chromebooks from FireFly Computers for 6th and 9th Grade Students in the Kingsport City School System (AF: 139-2020) (David Frye, Tony Robinson)
  - Resolution
7. Purchase of Replacement Computers from Dell, Inc. for Teachers in the Kingsport City School System (AF: 140-2020) (David Frye, Tony Robinson)
  - Resolution
8. Issue a Blanket Order to Tennessee Book Company for FY21 Textbook Purchases (AF: 142-2020) (David Frye)
  - Resolution
9. Award the Bid for One 72 Passenger School Bus to Central States Bus Sales (AF: 143-2020) (Steve Hightower)
  - Resolution
10. Purchase of Replacement Computers from Dell, Inc. for the School Nutrition Services Program (AF: 141-2020) (David Frye, Tony Robinson)
  - Resolution
11. Amendment to an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same (AF: 144-2020) (Chris McCartt)
  - Resolution

## **VII. CONSENT AGENDA**

1. Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library (AF: 145-2020) (Chris McCartt)
  - Resolution
2. Apply for and Receive CARES Grant for the Library (AF: 146-2020) (Chris McCartt)
  - Resolution

## **VIII. COMMUNICATIONS**

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

## **IX. ADJOURN**

Minutes of the Budget Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 11, 2020, 2:00 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
Alderman Jennifer Adler (via zoom call)  
Alderman Betsy Cooper (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman Tommy Olterman  
Alderman James Phillips (via zoom call)

City Administration

Chris McCartt, City Manager  
J Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
Angie Marshall, City Clerk/Deputy City Recorder  
Ryan McReynolds, Deputy City Manager  
Scott Boyd, Fire Chief (via zoom call)  
David Quillin, Police Chief (via zoom call)  
John Morris, Budget Officer (via zoom call)  
Adrienne Batara, Marketing and Public Relations Administrator

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder Cox.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Mayor Shull made this declaration and each alderman verbally affirmed.**
4. **FY21 BUDGET REVIEW.** City Manager McCartt provided details on the general fund, giving an overview of changes that have been made in light of the pandemic and answering questions. Deputy City Manager McReynolds discussed the enterprise funds and how they were being effected. He pointed out there would not be an increase in the rates for next year. There was some discussion. In closing, Mr. McCartt commended staff for the adjustments that had to be made, noting the budget that is being presented is far from what each department started with six months ago when the budget process began.



**Minutes of the Budget Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, May 11, 2020**

5. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 3:46 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Budget Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Thursday May 14, 2020, 2:00 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
Alderman Jennifer Adler (via zoom call)  
Alderman Betsy Cooper (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman Tommy Olterman  
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Scott Boyd, Fire Chief (via zoom call)  
David Quillin, Police Chief (via zoom call)  
John Morris, Budget Officer  
Jeff Moorhouse, School Superintendent  
David Frye, School Chief Finance Officer

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder Cox.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.

**Mayor Shull made this declaration and each alderman verbally affirmed.**

4. **FY21 BUDGET REVIEW.** Dr. Moorhouse and Mr. Frye presented the school budget for the coming fiscal year and answered questions from the board members. Mr. Frye pointed out the school board has approved it as well. Alderman Phillips asked for clarification on the new pay structure. Mr. Frye stated they were close to implementing last year but held off and that the raises for teachers are being paid for with state money. Alderman Duncan asked about cuts that had been made. Dr. Moorhouse stated current spending had not been resitricted but they did cut three million dollars from next year's requests. Alderman Adler commented on the maintenance cost and Alderman Cooper also commented on the new pay scale. Alderman Olterman complimented the school board and staff on the budget. Vice-Mayor George asked if there would be money left over this year with all the trips and so many sports activities not happening. Dr. Moorhouse stated he was confident there would be a surplus but it was hard to say how much as that money was shifted and now being used to pay for other items.

**Minutes of the Budget Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, May 18, 2020**

City Manager McCartt provided a summary of the past two work session and the next steps for the budget process. He stated there would be notice in the paper and the first reading will be in June.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 3:27 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, May 18, 2020, 4:30 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
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Scott Boyd, Fire Chief (via zoom call)  
David Quillin, Police Chief (via zoom call)  
Joel Conkin, KEDB Staff Attorney (via zoom call)

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By City Recorder Cox.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Mayor Shull made this declaration and each alderman verbally affirmed.**

4. **REVIEW OF AGENDA ITEMS ON THE MAY 19, 2020 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.1 Apply for and Accept a Coronavirus Aid, Relief and Economic Security (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation** (AF: 118-2020). The City Manager pointed out there was no match and would offset local dollars. He also confirmed this money was not necessarily tied to a fiscal year but would be encumbered in FY21.

**VI.D.3 Amend TDOT Agreement for Widening of Rock Springs Road from Cox Hollow Road to I-26** (AF: 70-2020). Deputy City Manager McReynolds confirmed for Vice-Mayor George this project is still in the design phase and it will be two years before breaking ground.



**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, May 18, 2020**

**VI.D.4 Adopt Sullivan County, Tennessee Multi-Hazard Mitigation Plan** (AF: 120-2020). Fire Chief provided details on this item, noting this must be in place before any state or federal funds can be received.

**VI.D.6 Authorize the Industrial Development Board of the City of Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Provision** (AF: 121-2020). City Manager McCartt presented information on this item and providing information on the existing housing facility known as Kingsport West Apartments and giving details on how this PILOT agreement is structured. Attorney Joel Conkin provided further details and answered questions from the board members. Discussion followed.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:52 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, May 19, 2020, 7:00 PM  
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen  
Mayor Patrick W. Shull, Presiding  
Vice-Mayor Colette George (via zoom call)  
Alderman Jennifer Adler (via zoom call)  
Alderman Betsy Cooper (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman James Phillips (via zoom call)

City Administration  
Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder/Chief Financial Officer  
Angie Marshall, City Clerk/Deputy City Recorder

I. **CALL TO ORDER:** 7:00 p.m., by Mayor Patrick W. Shull.

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Shull.

II.B. **INVOCATION:** Mayor Shull.

III.A. **ROLL CALL:** By City Recorder Cox. Absent: Alderman Tommy Olterman.

III.B. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.  
**Mayor Shull made this declaration and each alderman verbally affirmed.**

IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.

IV.B. **APPOINTMENTS/REAPPOINTMENTS.** None.

V. **APPROVAL OF MINUTES.**

Motion/Second: Phillips/Duncan, to approve minutes for the following meetings:

- A. May 4, 2020 Regular Work Session
- B. May 5, 2020 Regular Business Meeting
- C. April 29, 2020 Called Business Meeting

Approved in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

A. **PUBLIC HEARINGS.** None.

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of the City of Kingsport, Tennessee, Tuesday, May 19, 2020**

**PUBLIC COMMENT.** None.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Amend FY20 School Special Projects Fund Budget**  
(AF: 125-2020) (David Frye).

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE FY 2020 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting "aye."

**2. Amend FY20 Schools Federal Projects Fund Budget**  
(AF: 124-2020) (David Frye).

Motion/Second: Cooper/Duncan, to pass:

AN ORDINANCE TO AMEND THE FY 2020 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting "aye."

**3. Amend FY20 General Purpose School Fund and School Nutrition Fund Budgets** (AF: 123-2020) (David Frye).

Motion/Second: Phillips/Cooper, to pass:

AN ORDINANCE TO AMEND THE FY 2019-20 GENERAL PURPOSE SCHOOL FUND AND THE SCHOOL NUTRITION FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting "aye."

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Budget Adjustment for Various Funds in FY20** (AF: 103-2020)  
(Chris McCartt).

Motion/Second: Duncan/George, to pass:

**ORDINANCE NO. 6588**, AN ORDINANCE TO AMEND GENERAL PROJECTS FUND, THE GENERAL PROJECTS-SPECIAL REVENUE FUND, AND THE GENERAL FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting "aye."

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**D. OTHER BUSINESS.**

**1. Apply for and Accept a Coronavirus Aid, Relief and Economic Security (CARES) Act Grant from the Federal Transit Administration Grant and U.S. Department of Transportation (AF: 118-2020) (Chris Campbell).**

Motion/Second: George/Adler, to pass:

**Resolution No. 2020-189**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**2. Contract Amendment for A&E Services for KATS Vehicle Storage and Maintenance Facility Project (AF: 119-2020) (Chris Campbell).**

Motion/Second: Cooper/Duncan, to pass:

**Resolution No. 2020-190**, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH BARGE DESIGN SERVICES, INC. FOR ARCHITECTURE, ENGINEERING AND CONSTRUCTION MANAGEMENT OF PHASE 2 OF THE TRANSIT CENTER STORAGE AND MAINTENANCE FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**3. Amend TDOT Agreement for Widening of Rock Springs Road from Cox Hollow Road to I-26 (AF: 70-2020) (Ryan McReynolds).**

Motion/Second: Adler/George, to pass:

**Resolution No. 2020-191**, A RESOLUTION APPROVING AMENDMENT ONE TO AGREEMENT NUMBER 160027 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE ROCK SPRINGS ROAD WIDENING PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**4. Adopt Sullivan County, Tennessee Multi-Hazard Mitigation Plan (AF: 120-2020) (Terry Arnold, Savannah Garland).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2020-192**, A RESOLUTION ADOPTING THE SULLIVAN COUNTY, TENNESSEE MULTI-HAZARD MITIGATION PLAN AND AUTHORIZING THE MAYOR



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TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO  
EFFECTUATE THE PURPOSE OF THE ADOPTION OF THE PLAN

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**5. Contract Renewal with Cartegraph Systems LLC for Asset  
Management (AF: 105-2020) (Ryan McReynolds).**

Motion/Second: Adler/Duncan, to pass:

**Resolution No. 2020-193**, A RESOLUTION APPROVING THE RENEWAL OF THE  
AGREEMENT WITH CARTEGRAPH SYSTEMS, LLC AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS  
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**6. Authorize the Industrial Development Board of the City of  
Kingsport, Tennessee to Execute a Payment in Lieu of Tax (PILOT) Provision  
(AF: 121-2020) (Chris McCartt).** There was considerable discussion on this item. Mr. Joel  
Conkin, Attorney for the Economic Development Board also joined the meeting via zoom  
to answer questions. Alderman Adler expressed concern over the money abated while  
Vice Mayor George stated she looked at it differently seeing the increased value of the  
property and surrounding area properties.

Motion/Second: Duncan/Phillips, to pass:

**Resolution No. 2020-194**, RESOLUTION CONSENTING TO THE INDUSTRIAL  
DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE NEGOTIATING  
AND ACCEPTING PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A  
CERTAIN PROJECT IN THE CITY OF KINGSPORT, TENNESSEE, AND FINDING  
THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC  
PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED  
SECTION 7-53-305.

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

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

Motion/Second: Cooper/George, to adopt:

**1. Reject Bids Received for Meadowview Road Replacement  
Project (AF: 115-2020) (Ryan McReynolds).**

Pass:

**Resolution No. 2020-195**, A RESOLUTION REJECTING ALL BIDS RELATED TO THE  
PARTIAL RE-ROOFING OF THE MEADOWVIEW CONFERENCE RESORT AND  
CONVENTION CENTER

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

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**2. Amend the Current Healthways Provider Agreement Between Tivity Health Services LLC and the City of Kingsport to Include the Aquatic Center (AF: 117-2020) (Shirley Buchanan).**

Pass:

**Resolution No. 2020-196**, A RESOLUTION APPROVING AN AMENDMENT TO THE HEALTHWAYS PROVIDER AGREEMENT WITH TIVITY HEALTH SERVICES, LLC, (FORMERLY KNOWN AS AMERICAN HEALTHWAYS SERVICES, LLC) TO INCLUDE THE KINGSFORT AQUATIC CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**3. Contract Between City of Kingsport and the Tennessee Department of Transportation for Maintenance Activities Performed on Designated State Highways and for Mowing and Litter on John B. Dennis and I-26 (AF: 114-2020) (Ryan McReynolds).**

Pass:

**Resolution No. 2020-197**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FISCAL YEAR 2021 WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF MAINTENANCE ACTIVITIES PERFORMED ON DESIGNATED STATE HIGHWAY ROUTES LOCATED IN THE KINGSFORT CITY LIMITS; EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR MOWING AND LITTER CONTROL ON JOHN B. DENNIS; AND EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**4. Apply for and Receive Libraries Lead with Digital Skills Grant for the Library (AF: 126-2020) (Chris McCartt).**

Pass:

**Resolution No. 2020-198**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LIBRARIES LEAD WITH DIGITAL SKILLS GRANT THROUGH GROW WITH GOOGLE AND THE PUBLIC LIBRARY ASSOCIATION

Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**5. Apply for and Receive LSTA Technology Grant for the Library (AF: 127-2020) (Chris McCartt).**

Pass:

**Resolution No. 2020-199**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
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TECHNOLOGY GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES  
Passed in a roll call vote: Adler, Cooper, Duncan, George, Phillips and Shull voting “aye.”

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt stated the Farmers Market would be opening Saturday with restrictions and the Aquatic Center opened yesterday, noting staff is evaluating other facilities as well. He encouraged everyone to be safe during the upcoming Memorial Day Weekend. At this time, Deputy City Manager Ryan McReynolds provided an update on the previously approved demolition details for the Sequoyah Drive property.

**B. MAYOR AND BOARD MEMBERS.** Alderman Phillips mentioned Racks by the Tracks would've been last weekend and in the 12 years since the festival began, that was the prettiest weather that weekend has seen. He also stated this is an unprecedented time with budgets, pointing out many cities who were suffering losses, and commended city staff. Alderman Duncan pointed out that last week was police week and this week was EMS week. He also stated there will be a Memorial Day service on Monday. Alderman Adler commented on former Governor's Haslam's program to employ 1000 college students over the summer for tutoring services. She also commented on the many ways to volunteer during this time. Alderman Cooper noted that as we re-open, continue to use common sense, social distancing and hand washing. She also encouraged parents to read with their children over the summer. Vice-Mayor George commented that many businesses have limited hours and encouraged citizens to shop local when possible and to have a great weekend. Mayor Shull commented on the military museum at Fort Campbell, Kentucky, recognizing Medal of Honor recipients. He reminded everyone of the Memorial Day Service Monday morning at 11:00 am to think about their sacrifice. Lastly he encouraged citizens to wear masks when possible.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:17 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Public Hearing and Consideration of an Ordinance to Adopt the FY20-21 Budget

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

Action Form No.: AF-129-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 11, 2020 budget work session. As required by charter, it was published in the Times News on May 19, 2020.

The total revenue and expenditures less transfers (duplicates) for the FY20-21 budget for all funds are \$170,828,848. This excludes the water, sewer, and grant project funds. A separate ordinance for these funds will be presented.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the total FY20-21 Budget of \$220,886,159 less inter-fund transfers, \$50,057,311, Net Total Budget Revenues \$170,828,848, are hereby appropriated.

The estimated expenditures for the Total FY20-21 Budget of \$220,886,159 less inter-fund transfers \$50,057,311, Net Total Budget Expenditures \$170,828,848 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2020 - June 30, 2021.

110- General Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Property Taxes	\$40,177,300	Legislative	\$161,313
Gross Receipts Taxes	\$8,723,900	General Government	\$8,364,642
Licenses & Permits	\$353,200	Development Services	\$1,486,850
Fines & Forfeitures	\$658,600	Leisure Services Dept.	\$4,830,190
Investments	\$50,000	Police Department	\$12,561,636
Charges for Services	\$1,933,200	Fire Department	\$10,550,150
Other Revenue	\$326,400	Public Works	\$10,756,547
From Other Agencies	\$16,902,200	Transfers	\$28,739,657
State Shared	\$5,716,900	Other Expenses	\$1,031,315
Fund Balance	\$1,600,000		
Fund Transfers	\$2,040,600		
Total Revenues	\$78,482,300	Total Expenditures	\$78,482,300
211- Debt Service Fund			
<u>Revenues</u>		<u>Expenditures</u>	
From General Fund	\$9,238,000	Redemption of Bonds	\$8,892,700
From School Fund	\$3,584,100	Interest on Bonds/Notes	\$4,229,300
Interest on Investments	\$169,800	Other Expenses	\$13,300
Fund Balance	\$156,300	Bank Service Charges	\$12,900
Total Revenues	\$13,148,200	Total Expenditures	\$13,148,200

417-	Storm Water Utility Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Storm Water Management	\$2,169,400	Operations	\$2,169,400	
	Total Revenue	\$2,169,400	Total Expenditures	\$2,169,400	
415-	Solid Waste Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Refuse Collection Charges	\$2,513,000	Trash Coll.	\$847,827	
	Tipping Fees	\$353,410	Household Refuse Coll.	\$2,328,511	
	Backdoor Collection	\$18,500	Demolition Landfill	\$871,736	
	Tire Disposal	\$5,500	Recycling	\$0	
	Miscellaneous	\$107,690	Miscellaneous	\$55,700	
	From General Fund	\$1,500,000	Debt Service	\$394,326	
	Recycling Proceeds	\$0			
	Total Revenues	\$4,498,100	Total Expenditures	\$4,498,100	
420-	Meadowview Conference Center Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Room Surcharge	\$100,000	Operations	\$710,000	
	From Reg. Sales Tax. Fund	\$1,898,500	Debt Service	\$1,428,500	
	FF&E Fees	\$140,000			
	From General Fund	\$0			
	Total Revenues	\$2,138,500	Total Expenditures	\$2,138,500	
421-	Cattails Golf Course Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Sales & Fees	\$828,400	Operations	\$978,700	
	Investments	\$0	Debt Service	\$51,500	
	From Regional Sales Tax Fund	\$176,800			
	From FF&E	\$25,000			
	Total Revenues	\$1,030,200	Total Expenditures	\$1,030,200	
511-	Fleet Internal Service Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Charges/Sales & Serv.	\$4,783,000	Operations	\$11,176,800	
	Depreciation Recovery	\$2,878,800	Motor Pool	\$16,900	
	Investments	\$0			
	From Fleet Reserve	\$3,531,900			
	Total Revenues	\$11,193,700	Total Expenditures	\$11,193,700	
615-	Risk Management Service Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Charges/Sales & Serv.	\$2,351,120	Administration	\$1,173,250	
			Insurance Claims	\$1,177,870	
	Total Revenues	\$2,351,120	Total Expenditures	\$2,351,120	
625-	Health Insurance Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	City Contribution	\$6,424,700	Administration	\$1,385,300	
	Employee Contributions	\$2,526,700	Insurance Claims	\$6,824,300	
	Fund Balance	\$0	Clinic Operations	\$1,128,100	
	Other Revenue	\$386,300			
	Investments	\$0			
	Total Revenues	\$9,337,700	Total Expenditures	\$9,337,700	



126-	Criminal Forfeiture Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Contributions	\$6,000	Special Investigations	\$6,000	
	Total Revenues	\$6,000	Total Expenditures	\$6,000	
127-	Drug Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Fines/Forfeitures	\$14,600	Investigations	\$144,600	
	Judicial District	\$2,900	Supplies & Equipment	\$12,500	
	Court Fines & Costs/Local	\$139,600			
	Total Revenues	\$157,100	Total Expenditures	\$157,100	
141-	General Purpose School Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Taxes	\$29,667,000	Educational Services	\$72,287,850	
	From State of TN	\$33,373,100	Non-Instructional Service	\$1,308,700	
	From Federal Government	\$40,000	To Debt Service Fund	\$3,584,100	
	Charges for Services	\$1,840,000	Transfers	\$2,404,800	
	Direct Federal	\$60,000	Capital Outlay	\$538,050	
	Miscellaneous	\$590,000			
	From General Fund-MOE	\$11,245,300			
	From General Fund-Debt	\$3,143,100			
	Transfer from Fed. Proj. Fund	\$65,000			
	Fund Balance Approp.	\$100,000			
	Total Revenues	\$80,123,500	Total Expenditures	\$80,123,500	
147-	School Food & Nutrition Services Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Meals	\$3,309,300	Personnel Services	\$1,772,400	
	Investments	\$2,400	Commodities	\$1,730,400	
	From State of TN	\$26,500	Fixed Charges	\$20,300	
	Fund Balance	\$0	Transfers	\$9,400	
	Unrealized Commodity Value	\$209,000	Capital Outlay	\$80,000	
	Other Local Revenue	\$65,300			
	Total Revenues	\$3,612,500	Total Expenditures	\$3,612,500	
121-	State Street Aid Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	From State of TN	\$1,640,700	Operations	\$2,340,700	
	From General Fund	\$700,000			
	Fund Balance	\$0			
	Total Revenues	\$2,340,700	Total Expenditures	\$2,340,700	
130-	Regional Sales Tax Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Local Option Sales Tax	\$3,675,300	To Meadowview Fund	\$1,898,500	
	Investments	\$0	To Cattails Fund	\$176,800	
	Fund Balance Approp.	\$0	To Aquatic Center	\$1,600,000	
	Total Revenues	\$3,675,300	Total Expenditures	\$3,675,300	
620-	Allendale Trust Fund				
	<u>Revenues</u>		<u>Expenditures</u>		
	Investments	\$2,500	Operations	\$10,500	
	Fund Balance Appropriation	\$15,000	Capital Outlay	\$7,000	
	Total Revenues	\$17,500	Total Expenditures	\$17,500	

612-	Bays Mountain Park Commission Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Investments	Maintenance	\$23,000
	Donations	Contracts	\$23,000
	Fund Balance		
	Total Revenues	Total Expenditures	\$46,000
617-	Palmer Center Trust Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Investments	Donations & Grants	\$100
	Total Revenues	Total Expenditures	\$100
611-	Public Library Commission Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Investments	Supplies & Materials	\$10
	Total Revenues	Total Expenditures	\$10
616-	Senior Center Advisory Council Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Investments	Contractual	\$300,000
	Fees	Supplies & Services	\$74,300
	Donations	Other Expenses	\$300
	Total Revenues	Total Expenditures	\$374,600
621-	Steadman Cemetery Trust Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Investments	Maintenance	\$2,550
	Fund Balance Appropriations		
	Total Revenues	Total Expenditures	\$2,550
135-	Visitor's Enhancement Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	Tax -Other-Room Occupancy	Operations	\$85,500
	Reserves	Transfers	\$214,500
	Total Revenues	Total Expenditures	\$300,000
626-	Retiree's Insurance Fund		
	<u>Revenues</u>	<u>Expenditures</u>	
	City Contributions	Administration	\$234,000
	Employee Contributions	Insurance Claims	\$750,000
	Earnings on Investment		
	Other Revenue		
	Reserves		
	Total Revenues	Total Expenditures	\$984,000
137-	Library Governing Board		
	<u>Revenues</u>	<u>Expenditures</u>	
	Contributions	Operations	\$1,379,779
	Library Receipts		
	Book Fines		
	Fund Balance Appropriations		
	Transfers From General Fund		
	Total Revenues	Total Expenditures	\$1,379,779

## 419- Aquatic Center Fund

<u>Revenues</u>		<u>Expenditures</u>	
Donations	\$62,000	Operations	\$1,895,125
Sales/Fees	\$1,355,500	Debt Service	\$1,622,175
Fund Balance Appropriations	\$285,300		
Regional Sales Tax	\$1,600,000		
From Visitors Enhancement	\$214,500		
Total Revenues	\$3,517,300	Total Expenditures	\$3,517,300
<u>ALL FUNDS' REVENUE SUMMARY</u>		<u>ALL FUNDS' EXPENDITURE SUMMARY</u>	
Gross Revenues	\$220,886,159	Gross Expenditures	\$220,886,159
Less Inter-fund Transfers	\$50,057,311	Less Inter-fund Transfers	\$50,057,311
Total FY20-21 Revenues	\$170,828,848	Total FY20-21 Expenditures	\$170,828,848

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VI. The General Fund Capital Improvements Plan (FY21-FY25) is hereby approved.

Section VII. That the retirees Health Insurance will not increase for FY21.

Section VII. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section VIII. That the tax rate is set at the state certified rate of \$2.0643 for Sullivan County inside city residents and \$1.8900 for Hawkins County inside city rates beginning July 1, 2020.

Section IX. That this ordinance shall take effect on July 1, 2020, the welfare of the City of Kingsport 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:



## AGENDA ACTION FORM

### Public Hearing and Consideration of an Ordinance to Adopt the FY 20-21 Water Fund Budget

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

Action Form No.: AF-130-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The attached budget ordinance incorporates the budget as presented during the budget work session.

There are no rate increases for customers inside the city or outside the city.

The Water Fund budget is \$15,692,300.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Water Fund of the City's annual operating budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Water Fund revenues And Expenditures for the FY 20-21 Budget of \$15,692,300 less inter-fund transfers, \$3,159,400 Net Water Fund Budget \$12,532,900 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2020 - June 30, 2021.

411- Water Fund

<u>Revenues</u>		<u>Expenditures</u>	
Water Sales	\$12,739,800	Administration	\$1,440,300
Service Charges	\$465,000	Finance	\$713,500
Tap Fees	\$210,000	Water Plant	\$3,325,800
Penalties	\$162,000	Maintenance	\$2,663,100
Rental Income	\$13,000	Utility Technical Services	\$1,008,600
Investments	\$32,500	Pilot	\$653,000
Miscellaneous	\$80,000	Other Expenses	\$192,000
Installation Fees	\$150,000	Debt Service	\$4,046,000
Admin Service Recovery	\$240,000	Transfer/Capital	\$1,650,000
Fund Balance	\$1,600,000		
Total Revenues	\$15,692,300	Total Expenditures	\$15,692,300
Gross Revenues	\$15,692,300	Gross Expenditures	\$15,692,300
Less Inter-fund Transfers	\$3,159,400	Less Inter-fund Transfers	\$3,159,400
Total FY20-21 Revenues	\$12,532,900	Total FY20-21 Expenditures	\$12,532,900

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation in the ensuing fiscal year only for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VII. The Capital Improvements Plan (FY21-FY25) is hereby approved. The water usage rates will remain as established within Resolution Number 2019-206. These water and sewer rates shall be applicable to all billings rendered on or after July 1, 2020.



Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only. Employees hired after July 1, 2012 will participate in a Defined Contribution plan with a mandatory contribution of 5%.

Section IX. That this ordinance shall take effect on July 1, 2020, the welfare of the City of Kingsport 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:



## AGENDA ACTION FORM

### Public Hearing and Consideration of an Ordinance to Adopt the FY 20-21 Sewer Fund Budget

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

Action Form No.: AF-131-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The attached sewer fund budget ordinance incorporates the budget as presented during the budget work session.

There are no rate increases for customers inside the city or outside the city.

The Sewer Fund Budget is \$14,925,200.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure. *CM*

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE OF THE CITY OF KINGSFORT, TENNESSEE, ADOPTING A FINAL SEWER FUND BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSFORT, TENNESSEE as follows:

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for the Sewer Fund of the City's annual operating budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and Chief Financial Officer.

The estimated Sewer Fund revenues and expenditures for the FY 20-21 Budget of \$14,925,200 less inter-fund transfers, \$2,900,000, Net Sewer Budget Revenues \$12,025,200 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2020-June 30, 2021.

412- Sewer Fund			
<u>Revenues</u>		<u>Expenditures</u>	
Sewer Sales	\$13,500,000	Administration	\$1,254,400
Misc. Charges	\$24,000	Finance	\$255,400
Tap Fees	\$600,000	Sewer Plant	\$3,361,400
Penalties	\$76,200	Maintenance	\$2,124,300
Disposal Receipts	\$75,000	PILOT	\$838,000
Investments	\$0	Utility Technical Services	\$424,400
Fund Balance Approp.	\$650,000	Debt Service	\$5,837,600
		Transfer/Capital	\$700,000
		Other Exp	\$129,700
Total Revenues	\$14,925,200	Total Expenditures	\$14,925,200
Gross Revenues	\$14,925,200	Gross Expenditures	\$14,925,200
Less Inter-fund Transfers	\$2,900,000	Less Inter-fund Transfers	\$2,900,000
Total FY20-21 Revenues	\$12,025,200	Total FY20-21 Expenditures	\$12,025,200

Section II. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail.

Section III. That authority be and the same is hereby given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as covered by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

Section IV. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section V. That at the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation; however, funds previously approved by the Board of Mayor and Aldermen and appropriated for Capital Improvements and/or Grant Projects, whether or not encumbered, shall continue to be considered a re-appropriation in the ensuing fiscal year only for the original purpose, or as amended by the Board of Mayor and Aldermen, for which appropriation was approved and until such time as the project/grant is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic re-appropriation into the ensuing budget year. No monies shall be drawn from the Treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.

Section VI. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees incorporated in this ordinance by specific reference; and, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VII. The Capital Improvements Plan (FY21-FY25) is hereby approved. The water usage rates will remain as established within Resolution Number 2019-206. These water and sewer rates shall be applicable to all billings rendered on or after July 1, 2020.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only. Employees hired after July 1, 2012 will participate in a Defined Contribution plan with a mandatory contribution of 5%.

Section IX. That this ordinance shall take effect on July 1, 2020, the welfare of the City of Kingsport 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:



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Adopt the FY 20-21 Metropolitan Planning Project Grant Budget**

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

Action Form No.: AF-132-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$463,329.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SA*

	<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 APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$463,329.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$51,300	Personal Services	\$324,179
Federal FHWA TN	312,992	Contract Services	126,350
General Fund	85,432	Commodities	8,500
VDot-FHWA	9,337	Capital Outlay	4,000
V Dot-Sec 5303	4,268	Insurance	300
<b>Total Revenues</b>	<b>\$463,329</b>	<b>Total Expenditures</b>	<b>\$463,329</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.



SECTION VI. 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:



## AGENDA ACTION FORM

### Consideration of an Ordinance to Adopt the FY 20-21 Urban Mass Transit Budget

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

Action Form No.: AF-133-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport receives funding from the Federal Transit Administration to the Tennessee Department of Transportation for the Urban Mass Transit Project Grant. The funding for this year's grant was presented in the budget work session. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget for FY 20-21 is \$2,343,900.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

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

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

AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT FUNDS 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 Trans Projects Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$2,343,900.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Urban Mass Transit Grant Project Fund 123 as received.

SECTION III. That the Urban Mass Transit Grant Project Fund 123 budget providing for receipt and appropriation of Urban Mass Transit Project Funds is hereby established as follows:

**Urban Mass Transit Projects Fund -- 123**

**Revenues**

<u>Revenue Category</u>	<u>Original Budget</u>	
<b>Capital:</b>		
Federal Transit Administration	\$ 338,115	
Tennessee Dept. of Transportation	61,955	
General Fund	59,930	<b>\$ 460,000</b>
<b>Operating:</b>		
Federal Transit Administration	\$ 902,450	
Tennessee Dept. of Transportation	587,725	
Program Income:		
RCAT	0	
Bus Fares	79,000	
General Fund	314,725	<b>\$ 1,883,900</b>
<b>Total Revenues</b>		<b><u>\$ 2,343,900</u></b>

**Expenditure**

<b>Expenditure Category</b>	<b>Original Budget</b>	
<b>Capital:</b>		
Vehicle Purchase	\$ 360,000	
Vehicle Prev. Maint.	100,000	
Misc. Support Equip.	0	
Transit Center Ph. II	0	\$ 460,000
<b>Operating:</b>		
Personal Services	\$ 1,276,700	
Contractual Services	555,700	
Commodities	43,900	
Insurance	7,600	\$ 1,883,900
<b>Total Expenditures</b>		<b>\$ 2,343,900</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

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

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

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



## AGENDA ACTION FORM

### Consideration of an Ordinance to Adopt the FY 20-21 Special Schools Projects Grant Fund Budget

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

Action Form No.: AF-134-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt, Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Each year the City of Kingsport School system receives federal and state funding for the Special School Projects Grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total budget is \$1,099,696.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *AM*

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

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

**PRE-FILED  
CITY RECORDER**

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the Special School Grant Project Fund 145 for the Special School Projects Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the Special School Grant Project Fund 145 as received.

SECTION III. That the Special School Grant Project Fund 145 budget providing for receipt and appropriation of Special School Project Funds is hereby established as follows:

**School Grant Projects Fund -- 145**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	\$ 0
State Grant	\$ 952,898
Local Revenue	\$ 50,000
From School Fund - 141	\$ 96,798
<b>Total Revenues</b>	<b>\$ 1,099,696</b>

<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 635,495
Support Services	\$ 461,671
Non-Instructional	\$ 0
Capital Outlay	\$ 0
To Risk Fund	\$ 2,530
<b>Total Expenditures</b>	<b>\$ 1,099,696</b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2020, the public 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:



## AGENDA ACTION FORM

### **Consideration of an Ordinance to Adopt the FY 20-21 School Public Law 93-380 Grant Project Fund Budget**

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

Action Form No.: AF-135-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCart, Frye

#### **Recommendation:**

Approve the Ordinance.

#### **Executive Summary:**

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The FY 20-21 budget is \$5,434,808.

#### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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



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

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

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

**School Grant Projects Fund -- 142**

<b>Revenues</b>	<b>Original Budget</b>
Federal Grants	<u>\$ 5,434,808</u>
<b>Total Revenues</b>	<b><u>\$ 5,434,808</u></b>
<b>Expenditures</b>	<b>Original Budget</b>
Instruction	\$ 2,525,452
Support Services	2,486,484
To School Fund	88,255
To Risk Fund	16,439
To Consolidated Admin.	<u>318,178</u>
<b>Total Expenditures</b>	<b><u>\$ 5,434,808</u></b>

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2020, the public 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:



## AGENDA ACTION FORM

### Providing for the FY 20-21 Community Development Block Grant Budget

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

Action Form No.: AF-136-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

### Recommendation:

Approve the Ordinance.

### Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance.

### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

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

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$423,841.

<u>Account</u>	<u>Description</u>	<u>Expense</u>	<u>Revenue</u>
<b>COMMUNITY DEVELOPMENT FUND</b>			
<b>Appropriation</b>			
<b>CD2101</b>	<b>CDBG Administration</b>		
124-0000-603-1010	Salaries	\$35,895	
124-0000-603-1020	Social Security	\$ 5,292	
124-0000-603-1030	Health Insurance	\$14,418	
124-0000-603-1040	Retirement	\$12,811	
124-0000-603-1050	Life Insurance	\$ 130	
124-0000-603-1052	Long Term Disability	\$ 125	
124-0000-603-1060	Workman's Compensation	\$ 111	
124-0000-603-1061	Unemployment Insurance	\$ 40	
124-0000-603-2010	Advertising and Publication	\$ 500	
124-0000-603-2021	Accounting/Auditing	\$ 1,200	
124-0000-603-2034	Telephone	\$ 1,000	
124-0000-603-2040	Travel	\$ 5,000	
124-0000-603-2043	Dues/Membership	\$ 1,000	
124-0000-603-3010	Office Supplies	\$ 500	
124-0000-603-3011	Postage	\$ 250	
124-0000-331-1000	Community Development Block Grant		\$78,272
<b>CD2104</b>	<b>KAHR Program</b>		
124-0000-603-1010	Salaries	\$ 33,284	
124-0000-603-4023	Grants	\$104,808	
124-0000-331-1000	Community Development Block Grant		\$ 138,092
<b>CD2105</b>	<b>Community Enrichment</b>		
124-0000-603-4023	Grants	\$ 47,477	
124-0000-331-1000	Community Development Block Grant		\$ 47,477
<b>CD2125</b>	<b>Code Enforcement</b>		
124-0000-603-1010	Salaries	\$ 50,000	
124-0000-603.4023	Demo Grants	\$ 40,000	
124-0000-331-1000	Community Development Block Grant		\$90,000

**CD2135**

124-0000-603-4023

124-0000-331-1000

**HOPE VI – Section 108**

Grants

Community Development Block Grant

\$ 70,000

\$ 70,000

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.

ATTEST:

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PATRICK W. SHULL, Mayor

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SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for Various Funds in FY20

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

Action Form No.: AF-137-2020  
 Work Session: June 1, 2020  
 First Reading: June 2, 2020

Final Adoption: June 16, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

Amends the General Project Fund budget by appropriating funds received from the State of Tennessee to the Border Regions Road Improvements project (GP1228) in the amount of \$530,911, by transferring \$779,455 from the Local Roads project (GP1836) and appropriating 80% matching TDOT Funds in the amount of \$3,743,766 to the Main Street Improvements project (GP1516), by transferring \$545,735 from the Local Roads project (GP1836) to the Transit Garage Project (GP1727), by transferring \$64,034 from the Riverport Rd Stabilization project (GP1723) to the Signal Pole Upgrades project (GP1808), by transferring \$35,000 from the Street Lights project (GP1809) to the Transit Garage Project (GP1727), by appropriating a In Lieu of Sidewalk contribution to the AEP Sidewalk Improvements project (GP1823) in the amount of \$10,017, by transferring \$6,941 from the Minor Intersection Improvements project (GP1848) to the West End Greenbelt Extension project (GP1927), by appropriating a In Lieu of Sidewalk contributions to the AEP Sidewalk Improvements project (GP2015) in the amount of \$35,098, by transferring \$693,550 from the Bays Mtn Nature Ctr Impro project (GP1845) and \$270,000 from the Bays Mtn Animal Habitats project (GP1905) to the Bays Mtn Planetarium project (GP1906), by transferring \$54,000 from the General Projects project (GP1750) to the Bays Mtn Amphitheatre project (GP2035) and by transferring \$124,265 from the General Fund to the Transit Garage Project (GP1727). Close GP1723.

Amends the General Project-Special Revenue Fund budget by appropriating additional grant funds received from the State of Tennessee in the amount of \$5,000 and by appropriating \$100 from Non-Profits to the Creative Partnership Support project (NC2001), by transferring \$25,000 from the General Fund to create the Customer Service Training project (NC2020), and by transferring \$252,000 from the General Fund to the Building Software project (NC2021).

Executive Summary continued on page 2.

#### Attachments:

1. Executive Summary Continued
2. Ordinance

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

**AF: 137-2020****Executive Summary continued:**

Amends the Solid Waste Fund and Solid Waste Project Fund by increasing the General Fund subsidy to the Solid Waste Fund by \$615,736 and appropriating those funds into the Landfill New Cell Construction project (DL2000) and by transferring \$484,264 from the Landfill New Cell Construction project (DL1500) to the Landfill New Construction project (DL2000).

Amends the Water Project Fund by transferring \$225,300 from the WTP Improvements project (WA1505) and \$42,000 from the Fire Protection Upgrades project (WA1902) to the Water SCADA Improvements project (WA1700), by transferring \$4,504,600 from the WTP Chemical Feed project (WA1900) to the Water SCADA Improvements project (WA1700) in the amount of \$832,700, to the Main St Waterline Replacement project (WA1901) in the amount of \$700,000, to the Master Plan Water Upgrades project (WA2001) in the amount of \$700,000, to the WTP High Service Improvements project (WA2007) in the amount of \$301,900, to the Meter Replacements project (WA2008) in the amount of \$1,000,000, to the Water Pump Station Improvements project (WA2009) in the amount of \$890,000, and to the WTP Equipment project (WA2010) in the amount of \$80,000. Close WA1900.

Amends the Sewer Project Fund by transferring \$23,241 from the WWTP Equalization Basin project (SW1707), \$615,000 from the Border Regions Sewer Extension project (SW1801), \$91,000 from the Kingsport South Sewer Extension project (SW1802), and \$611,000 from the Misc Sewer Line Rehab project (SW1902) to the WWTP EQ Basin project (SW2002) in the amount of \$237,000, \$475,000 from the New Sewer Crew Equipment project (SW2003), \$135,100 from the System-wide Flow Monitoring project (SW2004), to the System Improvements SLS project (SW2005) in the amount of \$1,550,041, and to the Reedy Creek Trunkline Upgrades project (SW2011) in the amount of \$163,000. Close SW1707.

**AN ORDINANCE TO AMEND VARIOUS PROJECT FUND  
BUDGETS 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 funds received from the State of Tennessee to the Border Regions Road Improvements project (GP1228) in the amount of \$530,911, by transferring \$779,455 from the Local Roads project (GP1836) and appropriating 80% matching TDOT Funds in the amount of \$3,743,766 to the Main Street Improvements project (GP1516), by transferring \$545,735 from the Local Roads project (GP1836) to the Transit Garage Project (GP1727), by transferring \$64,034 from the Riverport Rd Stabilization project (GP1723) to the Signal Pole Upgrades project (GP1808), by transferring \$35,000 from the Street Lights project (GP1809) to the Transit Garage Project (GP1727), by appropriating a In Lieu of Sidewalk contribution to the AEP Sidewalk Improvements project (GP1823) in the amount of \$10,017, by transferring \$6,941 from the Minor Intersection Improvements project (GP1848) to the West End Greenbelt Extension project (GP1927), by appropriating a In Lieu of Sidewalk contributions to the AEP Sidewalk Improvements project (GP2015) in the amount of \$35,098, by transferring \$693,550 from the Bays Mtn Nature Ctr Impro project (GP1845) and \$270,000 from the Bays Mtn Animal Habitats project (GP1905) to the Bays Mtn Planetarium project (GP1906), by transferring \$54,000 from the General Projects project (GP1750) to the Bays Mtn Amphitheatre project (GP2035) and by transferring \$124,265 from the General Fund to the Transit Garage Project (GP1727). Close GP1723.

SECTION II. That the General Project-Special Revenue Fund budget be amended by appropriating additional grant funds received from the State of Tennessee in the amount of \$5,000 and by appropriating \$100 from Non-Profits to the Creative Partnership Support project (NC2001), by transferring \$25,000 from the General Fund to create the Customer Service Training project (NC2020), and by transferring \$252,000 from the General Fund to the Building Software project (NC2021).

SECTION III. That the Solid Waste Fund and the Solid Waste Project Fund be amended by increasing the General Fund subsidy to the Solid Waste Fund by \$615,736 and appropriating those funds into the Landfill New Cell Construction project (DL2000) and by transferring \$484,264 from the Landfill New Cell Construction project (DL1500) to the Landfill New Construction project (DL2000).

SECTION IV. That the Water Project Fund be amended by transferring \$225,300 from the WTP Improvements project (WA1505) and \$42,000 from the Fire Protection Upgrades project (WA1902) to the Water SCADA Improvements project (WA1700), by transferring \$4,504,600 from the WTP Chemical Feed project (WA1900) to the Water SCADA Improvements project (WA1700) in the amount of \$832,700, to the Main St Waterline Replacement project (WA1901) in the amount of \$700,000, to the Master Plan Water Upgrades project (WA2001) in the amount of \$700,000, to the WTP High Service Improvements project (WA2007) in the amount of \$301,900, to the Meter Replacements project (WA2008) in the amount of \$1,000,000, to the Water Pump Station Improvements project (WA2009) in the amount of \$890,000, and to the WTP Equipment project (WA2010) in the amount of \$80,000. Close WA1900.



SECTION V. That the Sewer Project Fund be amended by transferring \$23,241 from the WWTP Equalization Basin project (SW1707), \$615,000 from the Border Regions Sewer Extension project (SW1801), \$91,000 from the Kingsport South Sewer Extension project (SW1802), and \$611,000 from the Misc Sewer Line Rehab project (SW1902) to the WWTP EQ Basin project (SW2002) in the amount of \$237,000, \$475,000 from the New Sewer Crew Equipment project (SW2003), \$135,100 from the System-wide Flow Monitoring project (SW2004), to the System Improvements SLS project (SW2005) in the amount of \$1,550,041, and to the Reedy Creek Trunkline Upgrades project (SW2011) in the amount of \$163,000. Close SW1707.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Project Fund: 311</u></b>			
<b><u>Border Reg Rd Improvemnts (GP1228)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-332.10-15 Border Regions Allocation	550,029	530,911	1,080,940
311-0000-368.10-41 Series 2012 C GO Pub Imp	272,168	0	272,168
311-0000-368.21-01 Premium from Bond Sale	19,633	0	19,633
<b>Totals:</b>	<b>841,830</b>	<b>530,911</b>	<b>1,372,741</b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601.20-20 Professional/Consultant	63,760	0	63,760
311-0000-601.20-23 Arch/Eng/Landscaping Serv	93,321	0	93,321
311-0000-601.40-41 Bond Sale Expense	11,867	0	11,867
311-0000-601.90-01 Land	110,000	0	110,000
311-0000-601.90-03 Improvements	562,882	530,911	1,093,793
<b>Totals:</b>	<b>841,830</b>	<b>530,911</b>	<b>1,372,741</b>
<b><u>Main Street Improvements (GP1516)</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-337.52-10 FHWA / TN FHWA 80%	1,359,684	3,743,766	5,103,450
311-0000-368.10-47 2014 A GO Bonds	93,361	0	93,361
311-0000-368.10-51 Series 2015 A (OCT) GO PI	398,526	0	398,526
311-0000-368.10-55 Series 2017 A GO Bonds	0	779,455	779,455
311-0000-368.21-00 Premium from Bond Sale	28,060	0	28,060
<b>Totals:</b>	<b>1,879,631</b>	<b>4,523,221</b>	<b>6,402,852</b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-601.20-22 Construction Contracts	197,800	(197,800)	0
311-0000-601.20-23 Arch/Eng/Landscaping Serv	789,027	0	789,027
311-0000-601.40-41 Bond Sale Expense	13,825	0	13,825
311-0000-601.90-01 Land	100,000	0	100,000
311-0000-601.90-03 Improvements	778,979	4,721,021	5,500,000
<b>Totals:</b>	<b>1,879,631</b>	<b>4,523,221</b>	<b>6,402,852</b>

**Riverport Rd Stabilize (GP1723)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	559,959	(64,034)	495,925
311-0000-368.21-00 Premium from Bond Sale	46,413	0	46,413
<b>Totals:</b>	<b>606,372</b>	<b>(64,034)</b>	<b>542,338</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	6,372	0	6,372
311-0000-601.90-03 Improvements	600,000	(64,034)	535,966
<b>Totals:</b>	<b>606,372</b>	<b>(64,034)</b>	<b>542,338</b>

**Signal Pole Upgrades (GP1808)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-51 Series 2015 A (OCT) GO PI	27,440	0	27,440
311-0000-368.10-54 Series 2016 GO (Nov 4)	0	64,034	64,034
311-0000-368.10-55 Series 2017 A GO Bonds	183,799	0	183,799
311-0000-368.10-66 Series 2019 GO Improvment	83,086	0	83,086
311-0000-368.21-00 Premium from Bond Sale	14,042	0	14,042
<b>Totals:</b>	<b>308,367</b>	<b>64,034</b>	<b>372,401</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	0	40,000
311-0000-601.40-41 Bond Sale Expense	2,240	0	2,240
311-0000-601.90-03 Improvements	266,127	64,034	330,161
<b>Totals:</b>	<b>308,367</b>	<b>64,034</b>	<b>372,401</b>

**Street Lights (GP1809)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	120,334	(35,000)	85,334
311-0000-368.10-66 Series 2019 GO Improvment	26,834	0	26,834
311-0000-368.21-01 Premium From Bond Sale	8,746	0	8,746
311-0000-391.01-00 From General Fund	1,062	0	1,062
<b>Totals:</b>	<b>156,976</b>	<b>(35,000)</b>	<b>121,976</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,976	0	1,976
311-0000-601.90-03 Improvements	155,000	(35,000)	120,000
<b>Totals:</b>	<b>156,976</b>	<b>(35,000)</b>	<b>121,976</b>

**AEP Sidewalk Imp (GP1823)****Revenues:**

	\$	\$	\$
311-0000-364.20-00 From Corporations	0	10,017	10,017
311-0000-391.01-00 From General Fund	335,000	0	335,000
<b>Totals:</b>	<b>335,000</b>	<b>10,017</b>	<b>345,017</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	18,488	0	18,488
311-0000-601.90-03 Improvements	316,512	10,017	326,529
<b>Totals:</b>	<b>335,000</b>	<b>10,017</b>	<b>345,017</b>

**Local Roads (GP1836)****Revenues:**

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	2,550,355	(1,325,190)	1,225,165
311-0000-368.21-01 Premium From Bond Sale	125,022	0	125,022
<b>Totals:</b>	<b>2,675,377</b>	<b>(1,325,190)</b>	<b>1,350,187</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	28,048	20,468	48,516
311-0000-601.40-41 Bond Sale Expense	37,199	0	37,199
311-0000-601.90-03 Improvements	2,610,130	(1,345,658)	1,264,472
<b>Totals:</b>	<b>2,675,377</b>	<b>(1,325,190)</b>	<b>1,350,187</b>

**Minor Intersection Improvements (GP1848)****Revenues:**

	\$	\$	\$
311-0000-364.20-00 From Corporations	6,640	(6,640)	0
311-0000-368.10-40 Series 2011 GO Pub Imp	1,370	(301)	1,069
<b>Totals:</b>	<b>8,010</b>	<b>(6,941)</b>	<b>1,069</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-01 Land	7,740	(6,941)	799
311-0000-601.90-03 Improvements	270	0	270
<b>Totals:</b>	<b>8,010</b>	<b>(6,941)</b>	<b>1,069</b>

**West End Greenbelt Ext (GP1927)****Revenues:**

	\$	\$	\$
311-0000-337.90-10 FTA/TN Section 5303 80%	835,200	0	835,200
311-0000-364.20-00 From Corporations	0	6,640	6,640
311-0000-368.10-40 Series 2011 GO Pub Imp	0	301	301
311-0000-368.10-54 Series 2016 GO (Nov 4)	2,180	0	2,180
311-0000-391.01-00 From General Fund	17,820	0	17,820
<b>Totals:</b>	<b>855,200</b>	<b>6,941</b>	<b>862,141</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	200,000	0	200,000
311-0000-601.90-01 Land	115,200	0	115,200
311-0000-601.90-03 Improvements	540,000	6,941	546,941
<b>Totals:</b>	<b>855,200</b>	<b>6,941</b>	<b>862,141</b>

**AEP Sidewalk Improvements (GP2015)****Revenues:**

	\$	\$	\$
311-0000-364.20-00 From Corporations	0	35,098	35,098
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	407,236	0	407,236
<b>Totals:</b>	<b>440,000</b>	<b>35,098</b>	<b>475,098</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	89,020	35,098	124,118
311-0000-601.90-06 Purchases \$5,000 & Over	350,980	0	350,980
<b>Totals:</b>	<b>440,000</b>	<b>35,098</b>	<b>475,098</b>

**Bays Mtn Nature Ctr Impro (GP1845)****Revenues:**

	\$	\$	\$
311-0000-368.10-56 GO Bonds Series 2018 A	295,883	(289,433)	6,450
311-0000-368.10-66 Series 2019 GO Improvment	370,907	(370,907)	0
311-0000-368.21-01 Premium From Bond Sale	44,324	(33,210)	11,114
<b>Totals:</b>	<b>711,114</b>	<b>(693,550)</b>	<b>17,564</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	400,000	(400,000)	0
311-0000-601.40-41 Bond Sale Expense	11,114	0	11,114
311-0000-601.90-03 Improvements	300,000	(293,550)	6,450
<b>Totals:</b>	<b>711,114</b>	<b>(693,550)</b>	<b>17,564</b>

**Bays Mtn Animal Habitats (GP1905)****Revenues:**

	\$	\$	\$
311-0000-368.10-56 GO Bonds Series 2018 A	266,295	(266,295)	0
311-0000-368.21-01 Premium From Bond Sale	9,886	(3,705)	6,181
<b>Totals:</b>	<b>276,181</b>	<b>(270,000)</b>	<b>6,181</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	6,181	0	6,181
311-0000-601.90-06 Purchases \$5,000 & Over	270,000	(270,000)	0
<b>Totals:</b>	<b>276,181</b>	<b>(270,000)</b>	<b>6,181</b>

**Bays Mtn Planetarium Impr (GP1906)****Revenues:**

	\$	\$	\$
311-0000-368.10-56 GO Bonds Series 2018 A	260,804	555,728	816,532
311-0000-368.10-66 Series 2019 GO Improvment	0	370,907	370,907
311-0000-368.21-01 Premium From Bond Sale	9,704	36,915	46,619
<b>Totals:</b>	<b>270,508</b>	<b>963,550</b>	<b>1,234,058</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	6,067	0	6,067
311-0000-601.90-03 Improvements	264,441	963,550	1,227,991
<b>Totals:</b>	<b>270,508</b>	<b>963,550</b>	<b>1,234,058</b>

**General Projects (GP1750)****Revenues:**

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	25,000	0	25,000
311-0000-368.10-66 Series 2019 GO Improvment	550,437	(54,000)	496,437
311-0000-368.21-01 Premium From Bond Sale	12,782	0	12,782
311-0000-391.01-00 From General Fund	67,354	0	67,354
<b>Totals:</b>	<b>655,573</b>	<b>(54,000)</b>	<b>601,573</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-20 Professional/Consultant	26,400	0	26,400
311-0000-601.20-22 Construction Contracts	19,437	0	19,437
311-0000-601.30-20 Operating Supplies & Tool	10,000	0	10,000
311-0000-601.90-03 Improvements	599,736	(54,000)	545,736
<b>Totals:</b>	<b>655,573</b>	<b>(54,000)</b>	<b>601,573</b>

**Bays Mtn Amphitheatre (GP2035)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	54,000	54,000
<b><i>Totals:</i></b>	<b>0</b>	<b>54,000</b>	<b>54,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.90-03 Improvements	0	54,000	54,000
<b><i>Totals:</i></b>	<b>0</b>	<b>54,000</b>	<b>54,000</b>

**Transit Garage (GP1727)**

<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	7,680	580,735	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332	0	30,332
311-0000-391.01-00 From General Fund	23,856	124,265	148,121
<b><i>Totals:</i></b>	<b>161,458</b>	<b>705,000</b>	<b>866,458</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	6,787	0	6,787
311-0000-601.90-03 Improvements	154,671	705,000	859,671
<b><i>Totals:</i></b>	<b>161,458</b>	<b>705,000</b>	<b>866,458</b>

**General Fund: 110**

<b><u>Expenditures:</u></b>	\$	\$	\$
110-1005-405.80-80 Sullivan Co Econ Dev DS	254,900	(157,983)	96,917
110-1012-404.10-10 Salaries & Wages	152,211	(92,387)	59,824
110-2501-431.10-10 Salaries & Wages	275,796	(60,000)	215,796
110-3020-442.10-10 Salaries & Wages	999,657	(148,531)	851,126
110-4024-462.10-19 Request for New Position	174,300	(120,000)	54,300
110-4804-481.70-22 To Solid Waste Mgmt Fund	2,003,357	615,736	2,619,093
110-4804-481.70-35 To Gen Proj-Special Rev	2,015,565	277,000	2,292,565
110-4804-481.70-36 General Project Fund	(1,278,269)	124,265	(1,154,004)
110-4806-481.10-91 Pay Plan	179,900	(179,900)	0
110-4806-481.10-95 TCRS Reduction	258,200	(258,200)	0
<b><i>Totals:</i></b>	<b>5,035,617</b>	<b>0</b>	<b>5,035,617</b>

**Account Number/Description:****General Projects-Special Revenue Fund: 111**  
**Creative Partnership Supp (NC2001)****Revenues:**

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
111-0000-332.32-00 TN Arts Commission	\$ 9,000	\$ 5,000	\$ 14,000
111-0000-364.30-00 From Non-Profit Groups	6,000	100	6,100
111-0000-391.01-00 From General Fund	3,000	0	3,000
<b>Totals:</b>	<b>18,000</b>	<b>5,100</b>	<b>23,100</b>

**Expenditures:**

111-0000-601.20-20 Professional/Consultant	\$ 18,000	\$ 0	\$ 18,000
111-0000-601.90-06 Purchases \$5,000 & Over	0	5,100	5,100
<b>Totals:</b>	<b>18,000</b>	<b>5,100</b>	<b>23,100</b>

**Customer Service Training (NC2020)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 0	\$ 25,000	\$ 25,000
<b>Totals:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Expenditures:**

111-0000-601.20-20 Professional/Consultant	\$ 0	\$ 25,000	\$ 25,000
<b>Totals:</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>

**Building Software (NC2021)****Revenues:**

111-0000-391.01-00 From General Fund	\$ 0	\$ 252,000	\$ 252,000
<b>Totals:</b>	<b>0</b>	<b>252,000</b>	<b>252,000</b>

**Expenditures:**

111-0000-601.20-45 Training	\$ 0	\$ 100,000	\$ 100,000
111-0000-601.20-57 Computer Repairs/Mainten	0	152,000	152,000
<b>Totals:</b>	<b>0</b>	<b>252,000</b>	<b>252,000</b>

**Solid Waste Fund: 415****Expenditures:**

415-0000-391.01-00 From General Fund	\$ 2,003,357	\$ 615,736	\$ 2,619,093
<b>Totals:</b>	<b>2,003,357</b>	<b>615,736</b>	<b>2,619,093</b>

**Expenditures:**

415-6001-601.70-55 To Solid Waste Proj Fund	\$ 0	\$ 615,736	\$ 615,736
<b>Totals:</b>	<b>0</b>	<b>615,736</b>	<b>615,736</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Solid Waste Project Fund: 455</u></b>			
<b><u>Landfill New Cell Construction (DL1500)</u></b>			

<b><u>Revenues:</u></b>	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	2,500,000	(484,264)	2,015,736
<b>Totals:</b>	<b>2,500,000</b>	<b>(484,264)</b>	<b>2,015,736</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	262,755	83,657	346,412
455-0000-601.90-01 Land	1,670,245	(475,996)	1,194,249
455-0000-601.90-03 Improvements	567,000	(91,925)	475,075
<b>Totals:</b>	<b>2,500,000</b>	<b>(484,264)</b>	<b>2,015,736</b>

**Landfill New Cell Construction (DL2000)**

<b><u>Revenues:</u></b>	\$	\$	\$
455-0000-391.05-30 2014 A GO Bonds	0	484,264	484,264
455-0000-391.13-00 From Solidwaste Mgmt Fund	0	615,736	615,736
<b>Totals:</b>	<b>0</b>	<b>1,100,000</b>	<b>1,100,000</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
455-0000-601.20-23 Arch/Eng/Landscaping Serv	0	100,000	100,000
455-0000-601.90-01 Land	0	800,000	800,000
455-0000-601.90-03 Improvements	0	200,000	200,000
<b>Totals:</b>	<b>0</b>	<b>1,100,000</b>	<b>2,015,736</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Water Project Fund: 451</u></b>			
<b><u>WTP Improvements (WA1505)</u></b>			

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	297,361	(23,925)	273,436
451-0000-391.05-48 GO Bonds Series 2018 B	400,000	(201,375)	198,625
<b>Totals:</b>	<b>697,361</b>	<b>(225,300)</b>	<b>472,061</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	203,937	(23,900)	180,037
451-0000-605.90-03 Improvements	493,424	(201,400)	292,024
<b>Totals:</b>	<b>697,361</b>	<b>(225,300)</b>	<b>472,061</b>



**Fire Protection Upgrades (WA1902)**

<b><u>Revenues:</u></b>		\$	\$	\$
451-0000-391.05-47	Series 2017 B GO Bonds	217,102	(42,000)	175,102
451-0000-391.05-48	GO Bonds Series 2018 B	1,590,400	0	1,590,400
<b>Totals:</b>		<b>1,807,502</b>	<b>(42,000)</b>	<b>1,765,502</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
451-0000-605.20-23	Arch/Eng/Landscaping Serv	348,600	(128,930)	219,670
451-0000-605.90-01	Land	5,000	1,796	6,796
451-0000-605.90-03	Improvements	1,453,902	85,134	1,539,036
<b>Totals:</b>		<b>1,807,502</b>	<b>(42,000)</b>	<b>1,765,502</b>

**Water SCADA Improvements (WA1700)**

<b><u>Revenues:</u></b>		\$	\$	\$
451-0000-391.05-31	2014 B GO Bonds	832,639	23,925	856,564
451-0000-391.05-45	Series 2016 GO (Nov 4)	1,200,000	0	1,200,000
451-0000-391.05-47	Series 2017 B GO Bonds	0	42,000	42,000
451-0000-391.05-48	GO Bonds Series 2018 B	0	201,375	201,375
451-0000-391.05-56	Series 2019 GO Improve	780,000	832,700	1,612,700
451-0000-391.45-00	From Water Fund	102,785	0	102,785
<b>Totals:</b>		<b>2,915,424</b>	<b>1,100,000</b>	<b>4,015,424</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
451-0000-605.20-22	Construction Contracts	2,810,424	1,100,000	3,910,424
451-0000-605.20-23	Arch/Eng/Landscaping Serv	105,000	0	105,000
<b>Totals:</b>		<b>2,915,424</b>	<b>1,100,000</b>	<b>4,015,424</b>

**WTP Chemical Feed (WA1900)**

<b><u>Revenues:</u></b>		\$	\$	\$
451-0000-391.05-48	GO Bonds Series 2018 B	1,104,600	(1,104,600)	0
451-0000-391.05-56	Series 2019 GO Improve	3,400,000	(3,400,000)	0
<b>Totals:</b>		<b>4,504,600</b>	<b>(4,504,600)</b>	<b>0</b>

<b><u>Expenditures:</u></b>		\$	\$	\$
451-0000-605.20-22	Construction Contracts	4,504,600	(4,504,600)	0
<b>Totals:</b>		<b>4,504,600</b>	<b>(4,504,600)</b>	<b>0</b>

**Main St Waterline Replacement (WA1901)****Revenues:**

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

***Totals:***

\$	\$	\$
400,000	700,000	1,100,000
<b>400,000</b>	<b>700,000</b>	<b>1,100,000</b>

**Expenditures:**

451-0000-605.90-03 Improvements

***Totals:***

\$	\$	\$
400,000	700,000	1,100,000
<b>400,000</b>	<b>700,000</b>	<b>1,100,000</b>

**Master Plan Water Upgrades (WA2001)****Revenues:**

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

451-0000-391.05-56 Series 2019 GO Improve

***Totals:***

\$	\$	\$
0	404,600	404,600
1,500,000	295,400	1,795,400
<b>1,500,000</b>	<b>700,000</b>	<b>2,200,000</b>

**Expenditures:**

451-0000-605.20-23 Arch/Eng/Landscaping Serv

451-0000-605.90-03 Improvements

***Totals:***

\$	\$	\$
1,500,000	0	1,500,000
0	700,000	700,000
<b>1,500,000</b>	<b>700,000</b>	<b>2,200,000</b>

**WTP High Service Improvements (WA2007)****Revenues:**

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

451-0000-391.05-56 Series 2019 GO Improve

***Totals:***

\$	\$	\$
125,000	0	125,000
0	301,900	301,900
<b>125,000</b>	<b>301,900</b>	<b>426,900</b>

**Expenditures:**

451-0000-605.20-23 Arch/Eng/Landscaping Serv

451-0000-605.90-03 Improvements

***Totals:***

\$	\$	\$
115,000	301,900	416,900
10,000	0	10,000
<b>125,000</b>	<b>301,900</b>	<b>426,900</b>

**Meter Replacements (WA2008)****Revenues:**

451-0000-391.05-56 Series 2019 GO Improve

***Totals:***

\$	\$	\$
0	1,000,000	1,000,000
<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Expenditures:**

451-0000-605.90-03 Improvements

***Totals:***

\$	\$	\$
0	1,000,000	1,000,000
<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>

**Water Pump Station Improvements (WA2009)****Revenues:**

451-0000-391.05-56	Series 2019 GO Improve	\$	\$	\$
		0	890,000	890,000
<b>Totals:</b>		<b>0</b>	<b>890,000</b>	<b>890,000</b>

**Expenditures:**

451-0000-605.90-03	Improvements	\$	\$	\$
		0	890,000	890,000
<b>Totals:</b>		<b>0</b>	<b>890,000</b>	<b>890,000</b>

**WTP Equipment (WA2010)****Revenues:**

451-0000-391.05-56	Series 2019 GO Improve	\$	\$	\$
		0	80,000	80,000
<b>Totals:</b>		<b>0</b>	<b>80,000</b>	<b>80,000</b>

**Expenditures:**

451-0000-605.90-04	Equipment	\$	\$	\$
		0	80,000	80,000
<b>Totals:</b>		<b>0</b>	<b>80,000</b>	<b>80,000</b>

**Account Number/Description:****Sewer Project Fund: 452****WWTP Equalization Basin (SW1707)****Revenues:**

452-0000-391.05-45	Series 2016 GO (Nov 4)	<b>Budget</b>	<b>Incr/&lt;Decr&gt;</b>	<b>New Budget</b>
		\$	\$	\$
		300,000	(23,241)	276,759
<b>Totals:</b>		<b>300,000</b>	<b>(23,241)</b>	<b>276,759</b>

**Expenditures:**

452-0000-606.90-01	Land	\$	\$	\$
		300,000	(23,241)	276,759
<b>Totals:</b>		<b>300,000</b>	<b>(23,241)</b>	<b>276,759</b>

**Border Regions Sewer Ext (SW1801)****Revenues:**

452-0000-391.05-47	Series 2017 B GO Bonds	\$	\$	\$
		3,500,000	(615,000)	2,885,000
<b>Totals:</b>		<b>3,500,000</b>	<b>(615,000)</b>	<b>2,885,000</b>

**Expenditures:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	\$	\$	\$
452-0000-606.90-01	Land	462,000	(108,200)	353,800
452-0000-606.90-03	Improvements	200,000	(128,100)	71,900
		2,838,000	(378,700)	2,459,300
<b>Totals:</b>		<b>3,500,000</b>	<b>(615,000)</b>	<b>2,885,000</b>

**Kingsport South Sewer Ext (SW1802)****Revenues:**

452-0000-391.05-47	Series 2017 B GO Bonds	\$	\$	\$
		367,183	(91,000)	276,183
<b>Totals:</b>		<b>367,183</b>	<b>(91,000)</b>	<b>276,183</b>

**Expenditures:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	\$	\$	\$
		50,000	(15,300)	34,700
452-0000-606.90-01	Land	20,000	(20,000)	0
452-0000-606.90-03	Improvements	297,183	(55,700)	241,483
<b>Totals:</b>		<b>367,183</b>	<b>(91,000)</b>	<b>276,183</b>

**Misc Sewer Line Rehab (SW1902)****Revenues:**

452-0000-391.05-40	2015 A (Oct) GP Pub Imp	\$	\$	\$
		330,747	(310,429)	20,318
452-0000-391.05-45	Series 2016 GO (Nov 4)	112,000	(571)	111,429
452-0000-391.05-56	Series 2019 GO Impr	300,000	(300,000)	0
452-0000-391.42-00	From Sewer Fund	871,355	0	871,355
<b>Totals:</b>		<b>1,614,102</b>	<b>(611,000)</b>	<b>1,003,102</b>

**Expenditures:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	\$	\$	\$
		216,000	(93,800)	122,200
452-0000-606.90-01	Land	10,000	(1,000)	9,000
452-0000-606.90-03	Improvements	1,388,102	(516,200)	871,902
<b>Totals:</b>		<b>1,614,102</b>	<b>(611,000)</b>	<b>1,003,102</b>

**WWTP Equalization Basin (SW2002)****Revenues:**

452-0000-391.05-56	Series 2019 GO Impr	\$	\$	\$
		500,000	237,000	737,000
<b>Totals:</b>		<b>500,000</b>	<b>237,000</b>	<b>737,000</b>

**Expenditures:**

452-0000-606.20-22	Construction Contracts	\$	\$	\$
		500,000	(500,000)	0
452-0000-606.20-23	Arch/Eng/Landscaping Serv	0	537,000	537,000
452-0000-606.90-01	Land	0	200,000	200,000
<b>Totals:</b>		<b>500,000</b>	<b>237,000</b>	<b>737,000</b>

**New Sewer Crew Equipment (SW2003)****Revenues:**

452-0000-391.05-56	Series 2019 GO Impr	\$	500,000	\$	(475,000)	\$	25,000
452-0000-391.42-00	From Sewer Fund		296,900		0		296,900
<b>Totals:</b>			<b>796,900</b>		<b>(475,000)</b>		<b>321,900</b>

**Expenditures:**

452-0000-606.30-20	Operating Supplies & Tool	\$	40,000	\$	0	\$	40,000
452-0000-606.90-06	Purchases \$5,000 & Over		756,900		(475,000)		281,900
<b>Totals:</b>			<b>796,900</b>		<b>(475,000)</b>		<b>321,900</b>

**System-wide Flow Monitoring (SW2004)****Revenues:**

452-0000-391.05-56	Series 2019 GO Impr	\$	400,000	\$	(135,100)	\$	264,900
452-0000-391.42-00	From Sewer Fund		125,000		0		125,000
<b>Totals:</b>			<b>525,000</b>		<b>(135,100)</b>		<b>389,900</b>

**Expenditures:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	\$	525,000	\$	(135,100)	\$	389,900
<b>Totals:</b>			<b>525,000</b>		<b>(135,100)</b>		<b>389,900</b>

**System Improvements SLS (SW2005)****Revenues:**

452-0000-391.05-40	2015 A (Oct) GP Pub Imp	\$	0	\$	310,429	\$	310,429
452-0000-391.05-45	Series 2016 GO (Nov 4)		0		23,812		23,812
452-0000-391.05-47	Series 2017 B GO Bonds		0		706,000		706,000
452-0000-391.05-56	Series 2019 GO Impr		0		509,800		509,800
<b>Totals:</b>			<b>0</b>		<b>1,550,041</b>		<b>1,550,041</b>

**Expenditures:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	\$	0	\$	200,000	\$	200,000
452-0000-606.90-03	Improvements		0		1,350,041		1,350,041
<b>Totals:</b>			<b>0</b>		<b>1,550,041</b>		<b>1,550,041</b>

**Reedy Creek Trunk Line PH 2 (SW2011)****Revenues:**

452-0000-391.05-56	Series 2019 GO Impr	\$	0	\$	163,300	\$	163,300
<b>Totals:</b>			<b>0</b>		<b>163,300</b>		<b>163,300</b>

**Expenditures:**

452-0000-606.20-23	Arch/Eng/Landscaping Serv	\$	0	\$	163,300	\$	163,300
<b>Totals:</b>			<b>0</b>		<b>163,300</b>		<b>163,300</b>

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

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:



## AGENDA ACTION FORM

### Amend the FY 2020 School Special Projects Fund Budget

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

Action Form No.: AF-125-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: **June 2, 2020**  
 Staff Work By: David Frye  
 Presentation By: David Frye

### Recommendation:

Approve the Ordinance.

### Executive Summary:

On May 12, 2020, the Board of Education approved an amendment to the FY 2019-2020 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,130,465 based on estimated amounts. There has been three new projects added, two projects removed, and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$36,608. This makes the amended total \$1,167,073.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY2020

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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



## AGENDA ACTION FORM

### Amend the FY 2020 School Special Projects Fund Budget

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

Action Form No.: AF-125-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: June 2, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

On May 12, 2020, the Board of Education approved an amendment to the FY 2019-2020 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,130,465 based on estimated amounts. There has been three new projects added, two projects removed, and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$36,608. This makes the amended total \$1,167,073.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY2020

Funding source appropriate and funds are available: *pm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *aw*

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



ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2020 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2020 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
CSH020 Coordinated School Health	100,000	0	100,000
FRC020 Family Resource Center	29,612	5,600	35,212
FP6020 Fuel Up To Play 60	0	2,700	2,700
HAG020 Homeless Assistance	55,000	3,500	58,500
KTIP20 Kingsport Truancy Intervention	53,720	0	53,720
LIFE20 Niswonger Rural Life20rant	0	100,577	100,577
PK5120 Pre-K Expansion Grant System-Wide	583,875	5,531	589,406
PL1020 Project Lead the Way Grant-Sevier	0	5,000	5,000
RRCN20 Read to be Ready Coaching Network	10,000	(10,000)	0
SSA020 Safe Schools Act	150,000	(24,840)	125,160
STEM20 Summer STEM Camp	50,000	(50,000)	0
Transfer from General School Fund	98,258	(1,460)	96,798
<b>Totals:</b>	<b>1,130,465</b>	<b>36,608</b>	<b>1,167,073</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	641,875	(52,719)	589,156
Support Services	488,590	89,327	577,917
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<b>Totals:</b>	<b>1,130,465</b>	<b>36,608</b>	<b>1,167,073</b>

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

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:

May 12, 2020

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2019-2020  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$7,800 and that the appropriations for Principal's Other Charges be increased by \$7,800.

**ITEM TWO: BEP FUNDS/TEACHER SALARIES**

The final allocation for BEP funds was \$31,833,000. This is \$205,000 more than the estimated amount in the FY 20 budget, which was based on the April estimate. These funds will be used to offset the expense of teacher salaries that were added after the year began, in order to meet class size requirements. It recommended that the estimate for BEP funds and the appropriation for Teacher Salaries be increased by \$205,000.

**ITEM THREE: MISCELLANEOUS TRANSFERS**

1. Dobyys-Bennett has requested to transfers funds from their Instructional Supplies (\$19,000), Student Travel (\$8,500), Library Books (\$12,000), Repair of Library Books (\$2,100), Periodicals (\$3,300), Teacher Staff Development (\$3,000), and Principal Travel (\$2,500) accounts to their Non-Instructional Equipment account (\$50,400). These funds will be generally be used to replace student and teacher desks and chairs and announcement TVs.
2. Dobyys-Bennett CTE has requested to transfer \$21,350 from their Instructional Contracted Services account to their Support Capital Equipment account. These funds will be used to fund the purchase of a van for CTE use.
3. Jackson Elementary has requested to transfer funds from their Awards and Dues (\$370), Staff Development (\$1,000), and Principal Travel (\$818) accounts to their Non-Instructional Equipment account (\$2,188).
4. Roosevelt Elementary has requested to transfer \$500 from their Printing account to their Non-Instructional Equipment account.
5. Cora Cox Academy has requested to transfer \$1,000 from their Printing account to their Instructional Supplies and Materials account.

It is recommended that these transfers be approved.

**SCHOOL NUTRITION FUND**

Since the beginning of school closure, we have been providing and delivering meals to children under the age of 18. This has involved more hours and personnel than is provided for in the budget,

as well as additional food and supply costs. This will also generated additional federal revenue. It is recommended that the estimated revenue for USDA – Other be increased by \$200,000 and that the appropriations be increased for wages (\$100,000), food supplies (\$75,000) and other supplies (\$25,000).

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,930,276. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a CTE Perkins Reserve Consolidated grants for a total \$50,000. Due to the coronavirus pandemic we have received the CARES (Coronavirus Aid, Relief, and Economic Security) Act grant (\$1,686,795) and the CARES ACT IDEA Technology grant (\$20,000). We have not yet received complete guidance on these grants, but have received the amounts. The Board will be updated at a future date on specifics of the expenditure of these funds. All of the other grants have been increased be a total of \$458,748.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$1,913,543. This will make the revised estimated revenue and appropriation amounts \$6,843,819.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,130,465. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$100,577, Project Lead the Way grant for \$5,000, and a Fuel Up To Play 60 grant for \$2,700. There is an increase to the Family Resource program of \$5,600 and the Homeless program of \$7,500 that are from local donations. The Read to be Ready grant was not funded this year and there will not be a STEM camp operated this summer. There was an increase in the State Pre-School grants of \$5,531, the Family Resource Center grant of \$600, a decrease in the Safe Schools Act grant of \$26,300 and the Homeless grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$36,608. This will make the revised estimated revenue and appropriation amounts \$1,167,073.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,037,950		\$ 17,200	\$ 2,020,750
Title I, Part A: Neglected	9,572		72	9,500
Title II, Part A: Teacher and Principal Training and Recruiting	436,274	103,351		539,625
Title III, Part A: English Language Acquisition	8,609	\$ 29		8,638
Title IV	151,765		1,333	150,432
Consolidated Administration	147,263	19		147,282
IDEA, Part-B: Special Education	1,684,356		15,833	1,668,523
IDEA, Pre-School: Special Education	46,357	303		46,660
IDEA, Discretionary	20,000	57,702		77,702
IDEA, Discretionary Supplemental	6,850		76	6,774
CARES Act: IDEA Technology Partnership		20,000		20,000
CARES Act: ESSER		1,685,795		1,685,795
Transition School To Work	251,280			251,280
CTE Perkins Reserve Consolidated	0	50,000		50,000
Carl Perkins: Vocational	130,000	30,858		160,858
Total Federal Projects	\$ 4,930,276	\$ 1,948,057	\$ 34,514	\$ 6,843,819

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
				\$ -
Coordinated School Health	127,870			127,870
Family Resource Center	50,000	5,600		55,600
Fuel Up To Play 60		2,700		2,700
Homeless Education Program	55,000	3,500		58,500
Niswonger RURAL Life	-	100,577		100,577
Project Lead the Way	-	5,000		5,000
Read To Be Ready Coaching Network	10,000		10,000	-
State - Pre-School Grant	583,875	5,531		589,406
Safe Schools Act Grant	200,000		26,300	173,700
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,130,465	\$ 122,908	\$ 86,300	\$ 1,167,073



## AGENDA ACTION FORM

### Amend the FY 2020 Schools Federal Projects Fund Budget

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

Action Form No.: AF-124-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: **June 2, 2020**  
 Staff Work By: David Frye  
 Presentation By: David Frye

### Recommendation:

Approve the Ordinance.

### Executive Summary:

On May 12, 2020, the Board of Education approved an amendment to the FY 2019-2020 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$4,930,276, based on estimated amounts. There are three new grants (including CARES Act Grants) and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$1,913,543. This makes the amended total \$6,843,819.

### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY2020

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure. *[Signature]*

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



## AGENDA ACTION FORM

### Amend the FY 2020 Schools Federal Projects Fund Budget

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

Action Form No.: AF-124-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: June 2, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

On May 12, 2020, the Board of Education approved an amendment to the FY 2019-2020 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$4,930,276, based on estimated amounts. There are three new grants (including CARES Act Grants) and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$1,913,543. This makes the amended total \$6,843,819.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY2020

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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



ORDINANCE NO. \*\*\*\*

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2020 SCHOOL  
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO  
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2020 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<b><u>Revenues:</u></b>	\$	\$	\$
ADMN20 Consolidated Administration	147,263	19	147,282
CPG020 Carl Perkins Grant	130,000	30,858	160,858
PRCN20 Carl Perkins Reserve Consolidated	0	50,000	50,000
PS2001 IDEA Pre-School	46,357	303	46,660
TSW020 Transition School to Work Grant	251,280	0	251,280
IDTP20 CARES Act: IDEA Tech. Partnership	0	20,000	20,000
CARE20 CARES Act: ESSER	0	1,685,795	1,685,795
T12001 Title I	2,037,950	(17,200)	2,020,750
T120N1 Title I Neglected	9,572	(72)	9,500
T22001 Title II	436,274	103,351	539,625
T32001 Title III	8,609	29	8,638
T42001 Title IV	151,765	(1,333)	150,432
T62001 IDEA Part-B	1,684,356	(15,833)	1,668,523
T620D1 IDEA Discretionary Supplemental	6,850	(76)	6,774
IDSE20 IDEA Discretionary	20,000	57,702	77,702
<b><i>Totals:</i></b>	<b>4,930,276</b>	<b>1,913,543</b>	<b>6,843,819</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
Instruction	2,175,568	1,435,785	3,611,353
Support Services	2,305,282	473,755	2,779,037
Other Charges (Fund Transfers)	449,426	4,003	453,429
<b><i>Totals:</i></b>	<b>4,930,276</b>	<b>1,913,543</b>	<b>6,843,819</b>

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

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:

May 12, 2020

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2019-2020  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$7,800 and that the appropriations for Principal's Other Charges be increased by \$7,800.

**ITEM TWO: BEP FUNDS/TEACHER SALARIES**

The final allocation for BEP funds was \$31,833,000. This is \$205,000 more than the estimated amount in the FY 20 budget, which was based on the April estimate. These funds will be used to offset the expense of teacher salaries that were added after the year began, in order to meet class size requirements. It recommended that the estimate for BEP funds and the appropriation for Teacher Salaries be increased by \$205,000.

**ITEM THREE: MISCELLANEOUS TRANSFERS**

1. Dobyys-Bennett has requested to transfers funds from their Instructional Supplies (\$19,000), Student Travel (\$8,500), Library Books (\$12,000), Repair of Library Books (\$2,100), Periodicals (\$3,300), Teacher Staff Development (\$3,000), and Principal Travel (\$2,500) accounts to their Non-Instructional Equipment account (\$50,400). These funds will be generally be used to replace student and teacher desks and chairs and announcement TVs.
2. Dobyys-Bennett CTE has requested to transfer \$21,350 from their Instructional Contracted Services account to their Support Capital Equipment account. These funds will be used to fund the purchase of a van for CTE use.
3. Jackson Elementary has requested to transfer funds from their Awards and Dues (\$370), Staff Development (\$1,000), and Principal Travel (\$818) accounts to their Non-Instructional Equipment account (\$2,188).
4. Roosevelt Elementary has requested to transfer \$500 from their Printing account to their Non-Instructional Equipment account.
5. Cora Cox Academy has requested to transfer \$1,000 from their Printing account to their Instructional Supplies and Materials account.

It is recommended that these transfers be approved.

**SCHOOL NUTRITION FUND**

Since the beginning of school closure, we have been providing and delivering meals to children under the age of 18. This has involved more hours and personnel than is provided for in the budget,

as well as additional food and supply costs. This will also generated additional federal revenue. It is recommended that the estimated revenue for USDA – Other be increased by \$200,000 and that the appropriations be increased for wages (\$100,000), food supplies (\$75,000) and other supplies (\$25,000).

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,930,276. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a CTE Perkins Reserve Consolidated grants for a total \$50,000. Due to the coronavirus pandemic we have received the CARES (Coronavirus Aid, Relief, and Economic Security) Act grant (\$1,686,795) and the CARES ACT IDEA Technology grant (\$20,000). We have not yet received complete guidance on these grants, but have received the amounts. The Board will be updated at a future date on specifics of the expenditure of these funds. All of the other grants have been increased be a total of \$458,748.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$1,913,543. This will make the revised estimated revenue and appropriation amounts \$6,843,819.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,130,465. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$100,577, Project Lead the Way grant for \$5,000, and a Fuel Up To Play 60 grant for \$2,700. There is an increase to the Family Resource program of \$5,600 and the Homeless program of \$7,500 that are from local donations. The Read to be Ready grant was not funded this year and there will not be a STEM camp operated this summer. There was an increase in the State Pre-School grants of \$5,531, the Family Resource Center grant of \$600, a decrease in the Safe Schools Act grant of \$26,300 and the Homeless grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$36,608. This will make the revised estimated revenue and appropriation amounts \$1,167,073.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,037,950		\$ 17,200	\$ 2,020,750
Title I, Part A: Neglected	9,572		72	9,500
Title II, Part A: Teacher and Principal Training and Recruiting	436,274	103,351		539,625
Title III, Part A: English Language Acquisition	8,609	\$ 29		8,638
Title IV	151,765		1,333	150,432
Consolidated Administration	147,263	19		147,282
IDEA, Part-B: Special Education	1,684,356		15,833	1,668,523
IDEA, Pre-School: Special Education	46,357	303		46,660
IDEA, Discretionary	20,000	57,702		77,702
IDEA, Discretionary Supplemental	6,850		76	6,774
CARES Act: IDEA Technology Partnership		20,000		20,000
CARES Act: ESSER		1,685,795		1,685,795
Transition School To Work	251,280			251,280
CTE Perkins Reserve Consolidated	0	50,000		50,000
Carl Perkins: Vocational	130,000	30,858		160,858
Total Federal Projects	\$ 4,930,276	\$ 1,948,057	\$ 34,514	\$ 6,843,819

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
				\$ -
Coordinated School Health	127,870			127,870
Family Resource Center	50,000	5,600		55,600
Fuel Up To Play 60		2,700		2,700
Homeless Education Program	55,000	3,500		58,500
Niswonger RURAL Life	-	100,577		100,577
Project Lead the Way	-	5,000		5,000
Read To Be Ready Coaching Network	10,000		10,000	-
State - Pre-School Grant	583,875	5,531		589,406
Safe Schools Act Grant	200,000		26,300	173,700
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,130,465	\$ 122,908	\$ 86,300	\$ 1,167,073



## AGENDA ACTION FORM

### Amend the FY 2020 General Purpose School Fund and School Nutrition Fund Budgets

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

Action Form No.: AF-123-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

**Final Adoption:** June 2, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number four at their meeting on May 12, 2020. This amendment increases the General Purpose School Fund budget by \$212,800. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies, for an increase in STATE BEP funds. There are also some miscellaneous self-balancing transfers for various schools and departments. There is also an increase in the School Nutrition Fund of \$205,000

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2020

Funding source appropriate and funds are available: *[Signature]*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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



## AGENDA ACTION FORM

### Amend the FY 2020 General Purpose School Fund and School Nutrition Fund Budgets

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

Action Form No.: AF-123-2020  
 Work Session: May 18, 2020  
 First Reading: May 19, 2020

Final Adoption: June 2, 2020  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Board of Education approved fiscal year 2020 budget amendment number four at their meeting on May 12, 2020. This amendment increases the General Purpose School Fund budget by \$212,800. This increase is due to grants received at various schools from the Tennessee Arts Commission for ticket subsidies, for an increase in STATE BEP funds. There are also some miscellaneous self-balancing transfers for various schools and departments. There is also an increase in the School Nutrition Fund of \$205,000

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – FY 2020

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *202*

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



ORDINANCE NO. \*\*\*\*

AN ORDINANCE TO AMEND THE FY 2019-20 GENERAL  
PURPOSE SCHOOL FUND AND THE SCHOOL NUTRITION  
FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF  
THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number four to increase the estimated revenue for Other State Grants \$7,800 and BEP Funds by \$205,000. The expenditure budget will be changed by increasing the appropriations for Regular Instruction Teacher Salaries by \$205,000; Cora Cox-Instructional Supplies by \$1,000; Dobyns-Bennett CTE-Equipment by \$21,350; Dobyns-Bennett-Non Instructional Equipment by \$50,400; Jackson-Non Instructional Equipment by \$2,188; Roosevelt-Non Instructional Equipment by \$500; Jackson, Johnson, Lincoln, Roosevelt, and Washington schools Principals Office Other Charges by \$7,800; and to decrease the appropriation for Dobyns-Bennett-Instructional Supplies by \$19,000; Dobyns-Bennet –Student Travel by \$8,500; Dobyns-Bennett-Library Books by \$12,000; Dobyns-Bennett-Repair of Library Books by \$2,100; Dobyns-Bennett-Periodicals by \$3,300; Dobyns-Bennett-Teacher Staff Development by \$3,000; Dobyns-Bennett-Principal Travel by \$2,500; Dobyns-Bennett CTE Instructional Contracted Services by 21,350; Jackson-Awards and Dues by \$370; Jackson-Teacher Staff Development by \$1,000; Jackson-Principal Travel by \$818; Roosevelt-Printing by \$500; Cora Cox-Printing by \$1,000. To amend the School Nutrition Fund budget by increasing the estimated revenue for USDA-Other Revenue by \$200,000 and by increasing the appropriation for Cafeteria Workers Salaries and Wages by \$100,000; Food Supplies by \$75,000; Other Supplies and Materials by \$25,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: School Fund</b>			
<b>Revenues:</b>	\$	\$	\$
141-0000-338-6511 State BEP Funds	31,628,000	205,000	31,833,000
141-0000-338-6980 Other State Grants	0	7,800	7,800
<b>Totals:</b>	<b>31,628,000</b>	<b>212,800</b>	<b>31,840,800</b>

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Expenditures:</b>	\$	\$	\$
141-7150-711-0116 Reg Inst-teacher Salaries	989,800	205,000	1,194,800
141-7147-711-0429 Cora Cox-Inst. Supplies	6,000	1,000	7,000
141-7200-783-0790 Vocational–Other Equipment	11,400	21,350	32,750
141-7600-871-0790 D-B-Non-Inst Equipment	55,867	50,400	106,267
141-7615-871-0790 Jackson-Non Inst Equipment	7,529	2,188	9,717
141-7616-871-0790 Roosevelt-Non-Inst Equip	5,133	500	5,633
141-7215-801-0599 Jackson Principal Oth Chrg	0	1,600	1,600

141-7216-801-0599	Roosevelt Principal Oth Chrg	0	1,600	1,600
141-7225-801-0599	Johnson Principal Other Chrg	0	1,800	1,800
141-7235-801-0599	Lincoln Principal Other Chrg	0	1,600	1,600
141-7240-801-0599	Washington Prin Other Chrg	0	1,200	1,200
141-7100-711-0429	D-B-Instructional Supples	110,278	(19,000)	91,278
141-7200-773-0599	D-B-Student Travel	58,000	(8,500)	49,500
141-7200-781-0431	D-B-Library Books	31,542	(12,000)	19,542
141-7200-781-0432	D-B-Repair of Books	3,627	(2,100)	1,527
141-7200-781-0437	D-B-Periodicals	10,000	(3,300)	6,700
141-7200-781-0457	D-B-Staff Development	22,200	(3,000)	19,200
141-7200-801-0355	D-B-Principal Travel	5,300	(2,500)	2,800
141-7100-731-0399	Vocational-Contracted Ser	40,000	(21,350)	18,650
141-7215-781-0599	Jackson-Awards & Dues	1,407	(370)	1,037
141-7215-781-0457	Jackson-Staff Development	3,450	(1,000)	2,450
141-7215-801-0355	Jackson-Principal Travel	2,000	(818)	1,182
141-7215-781-0595	Roosevelt-Printing	1,025	(500)	525
141-7247-781-0595	Cora Cox-Printing	1,000	(1,000)	0
<b>Totals:</b>		<b>1,365,558</b>	<b>212,800</b>	<b>1,578,358</b>

**Account Number/Description:**

**Fund 147: School Nutrition Fund**

**Revenues:**

147-7350-337-7114 USDA – Other

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
0	200,000	200,000
<b>0</b>	<b>200,000</b>	<b>200,000</b>

**Account Number/Description:**

**Expenditures:**

147-7350-851-0165 Cafeteria Personnel

147-7350-851-0422 Food Supplies

147-7350-851-0499 Other Supplies

**Totals:**

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
989,800	100,000	1,194,800
0	75,000	75,000
10,000	25,000	35,000
<b>999,800</b>	<b>200,000</b>	<b>1,199,800</b>

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

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:

May 12, 2020

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2019-2020  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: STUDENT TICKET SUBSIDY GRANT**

Jackson, Johnson, Lincoln, Roosevelt, and Washington schools have each received a grant from the Tennessee Arts Commission for student ticket subsidies. It is recommended that the estimated revenue for Other State Grants be increased by \$7,800 and that the appropriations for Principal's Other Charges be increased by \$7,800.

**ITEM TWO: BEP FUNDS/TEACHER SALARIES**

The final allocation for BEP funds was \$31,833,000. This is \$205,000 more than the estimated amount in the FY 20 budget, which was based on the April estimate. These funds will be used to offset the expense of teacher salaries that were added after the year began, in order to meet class size requirements. It recommended that the estimate for BEP funds and the appropriation for Teacher Salaries be increased by \$205,000.

**ITEM THREE: MISCELLANEOUS TRANSFERS**

1. Dobyns-Bennett has requested to transfers funds from their Instructional Supplies (\$19,000), Student Travel (\$8,500), Library Books (\$12,000), Repair of Library Books (\$2,100), Periodicals (\$3,300), Teacher Staff Development (\$3,000), and Principal Travel (\$2,500) accounts to their Non-Instructional Equipment account (\$50,400). These funds will be generally be used to replace student and teacher desks and chairs and announcement TVs.
2. Dobyns-Bennett CTE has requested to transfer \$21,350 from their Instructional Contracted Services account to their Support Capital Equipment account. These funds will be used to fund the purchase of a van for CTE use.
3. Jackson Elementary has requested to transfer funds from their Awards and Dues (\$370), Staff Development (\$1,000), and Principal Travel (\$818) accounts to their Non-Instructional Equipment account (\$2,188).
4. Roosevelt Elementary has requested to transfer \$500 from their Printing account to their Non-Instructional Equipment account.
5. Cora Cox Academy has requested to transfer \$1,000 from their Printing account to their Instructional Supplies and Materials account.

It is recommended that these transfers be approved.

**SCHOOL NUTRITION FUND**

Since the beginning of school closure, we have been providing and delivering meals to children under the age of 18. This has involved more hours and personnel than is provided for in the budget,

as well as additional food and supply costs. This will also generated additional federal revenue. It is recommended that the estimated revenue for USDA – Other be increased by \$200,000 and that the appropriations be increased for wages (\$100,000), food supplies (\$75,000) and other supplies (\$25,000).

### **FEDERAL PROJECTS FUND**

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$4,930,276. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. We have received a CTE Perkins Reserve Consolidated grants for a total \$50,000. Due to the coronavirus pandemic we have received the CARES (Coronavirus Aid, Relief, and Economic Security) Act grant (\$1,686,795) and the CARES ACT IDEA Technology grant (\$20,000). We have not yet received complete guidance on these grants, but have received the amounts. The Board will be updated at a future date on specifics of the expenditure of these funds. All of the other grants have been increased be a total of \$458,748.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by \$1,913,543. This will make the revised estimated revenue and appropriation amounts \$6,843,819.

### **SCHOOL SPECIAL PROJECTS FUND**

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,130,465. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$100,577, Project Lead the Way grant for \$5,000, and a Fuel Up To Play 60 grant for \$2,700. There is an increase to the Family Resource program of \$5,600 and the Homeless program of \$7,500 that are from local donations. The Read to be Ready grant was not funded this year and there will not be a STEM camp operated this summer. There was an increase in the State Pre-School grants of \$5,531, the Family Resource Center grant of \$600, a decrease in the Safe Schools Act grant of \$26,300 and the Homeless grant of \$5,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$36,608. This will make the revised estimated revenue and appropriation amounts \$1,167,073.

KINGSPORT CITY SCHOOLS  
SCHEDULE OF FEDERAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,037,950		\$ 17,200	\$ 2,020,750
Title I, Part A: Neglected	9,572		72	9,500
Title II, Part A: Teacher and Principal Training and Recruiting	436,274	103,351		539,625
Title III, Part A: English Language Acquisition	8,609	\$ 29		8,638
Title IV	151,765		1,333	150,432
Consolidated Administration	147,263	19		147,282
IDEA, Part-B: Special Education	1,684,356		15,833	1,668,523
IDEA, Pre-School: Special Education	46,357	303		46,660
IDEA, Discretionary	20,000	57,702		77,702
IDEA, Discretionary Supplemental	6,850		76	6,774
CARES Act: IDEA Technology Partnership		20,000		20,000
CARES Act: ESSER		1,685,795		1,685,795
Transition School To Work	251,280			251,280
CTE Perkins Reserve Consolidated	0	50,000		50,000
Carl Perkins: Vocational	130,000	30,858		160,858
Total Federal Projects	\$ 4,930,276	\$ 1,948,057	\$ 34,514	\$ 6,843,819

KINGSPORT CITY SCHOOLS  
SCHEDULE OF SCHOOL SPECIAL PROJECTS  
FISCAL YEAR 2019-2020

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
				\$ -
Coordinated School Health	127,870			127,870
Family Resource Center	50,000	5,600		55,600
Fuel Up To Play 60		2,700		2,700
Homeless Education Program	55,000	3,500		58,500
Niswonger RURAL Life	-	100,577		100,577
Project Lead the Way	-	5,000		5,000
Read To Be Ready Coaching Network	10,000		10,000	-
State - Pre-School Grant	583,875	5,531		589,406
Safe Schools Act Grant	200,000		26,300	173,700
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,130,465	\$ 122,908	\$ 86,300	\$ 1,167,073



## AGENDA ACTION FORM

### Awarding the Bid for the Purchase of Road Salt for FY21

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

Action Form No.: AF-138-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on May 13, 2020 for the purchase of road salt for use by the Public Works Department on an as needed basis. This bid was issued by the City of Knoxville, TN as a cooperative bid with fifteen East Tennessee government agencies participating. It is recommended to award the primary bid for the purchase of road salt to the apparent low bidder Cargill, Inc., at a cost of \$97.21 per ton. The estimated annual cost is \$388,840 based on purchasing 4,000 tons. The City included an option in the bid documents to be able to purchase up to an additional 2,000 tons of road salt if needed. It is also recommended to award a secondary bid to Detroit Salt at a cost of \$99.29.

The City is not required to purchase road salt unless and until it is needed.

Funding is identified in account number 12140244613038.

### Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo

Funding source appropriate and funds are available: *mm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *AK*

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



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

A RESOLUTION AWARDED THE BID FOR PURCHASE OF  
ROAD SALT TO CARGILL, INC. AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 13, 2020, for the purchase of road salt for use by public works on an as needed basis; and

WHEREAS, upon review of the bids, the board finds Cargill, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase road salt from Cargill, Inc. at an estimated annual cost of \$388,840.00; and

WHEREAS, funding is identified in 12140244613038.

Now therefore,

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

SECTION I. That the bid for purchase of road salt for use by the public works department is awarded to Cargill, Inc. and the city manager is authorized to execute blanket purchase orders for the same.

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



OFFICE OF THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

DATE: 5/13/2020 TITLE: Bulk Ice Control Rock Salt  
DEPARTMENT: Public Service

BIDDERS	Non-Collusion Affidavit	Drug Free Work Place Affidavit	Iran Divestment Act Form	DBE Form	City of Knoxville Price	City of Kingsport Price	City of Bristol Price
Detroit Salt	✓	✓	✓	✓	93. <sup>45</sup>	99. <sup>29</sup>	99. <sup>29</sup>
Cargill, Inc.	✓	✓	✓	✓	87. <sup>98</sup>	97. <sup>21</sup>	104. <sup>68</sup>
Morton Salt	✓	✓	✓	✓	122. <sup>52</sup>	134. <sup>23</sup>	138. <sup>73</sup>
Compass Minerals	✓	✓	✓	✓	90. <sup>04</sup>	98. <sup>29</sup>	98. <sup>29</sup>



OFFICE OF THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

BIDDERS	City of Elizabethton Price	City of Mt Carmel Price	City of Church Hill Price	East TN State Price	Town of Jonesborough Price	Town of Surgoinsville Price
Detroit Salt	91. <sup>03</sup>	103. <sup>87</sup>	104. <sup>42</sup>	90. <sup>48</sup>	99. <sup>16</sup>	104. <sup>02</sup>
Cargill, Inc.	99. <sup>52</sup>	104. <sup>47</sup>	98. <sup>71</sup>	104. <sup>45</sup>	101. <sup>66</sup>	98. <sup>98</sup>
Morton Salt	136. <sup>70</sup>	134. <sup>45</sup>	132. <sup>00</sup>	134. <sup>45</sup>	132. <sup>39</sup>	130. <sup>38</sup>
Compass Minerals	102. <sup>12</sup>	102. <sup>13</sup>	102. <sup>70</sup>	100. <sup>25</sup>	98. <sup>17</sup>	98. <sup>17</sup>



OFFICE OF THE PURCHASING AGENT  
CITY OF KNOXVILLE, TENNESSEE

BID TABULATION FORM

BIDDERS	City of Johnson City Price	City of Newport Price	Knox County Price	City of Alcoa Price	City of Maryville Price	Blount County Price
Detroit Salt	90.73	104.22	93.45	102.99	96.93	107.73
Cargill, Inc.	94.17	97.32	85.14	96.51	92.46	97.44
Morton Salt	134.45	125.77	122.52	123.84	124.35	124.58
Compass Minerals	102.49	101.01	90.04	101.22	93.56	102.64

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS THAT WERE RECEIVED.

*[Signature]*

MEMORANDUM

May 14, 2020

TO: Brent Morelock, Procurement Manager  
FROM: Tim Elsea, Public Works Manager  
SUBJECT: Rock Salt Bid Award

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Greg Willis and I have reviewed the recent bids for Rock Salt.

Our recommendation for the Rock Salt bid would be to award to Cargill, Inc. as the primary vendor. They were low bidder. We would like to set up and use Detroit Salt as secondary vendor. Detroit salt isn't 2<sup>nd</sup> lowest bidder but they have a storage facility in Johnson City. This would be a safeguard for the City having a purchasing option with them in case of an emergency situation such as a bad winter where salt supply or delivery becomes an issue.

If you have any questions please contact me at your convenience at 229-9451.



## AGENDA ACTION FORM

### Contract Renewal with MedFit Center for a Physical Wellness Program

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

Action Form No.: AF-122-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Committee  
 Presentation By: C. Austin

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In our efforts of maintaining a healthy workforce and an injury free workplace, proper training and education is required. For the past few years, the city has operated a physical wellness program with MedFit LLC, a local vendor. This program includes, but is not limited to; job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program); job coaching / medical exercise training (assess muscle strength/imbbalances, stretching/exercise program), educational seminars, and department meeting / training.

In 2018, a request for proposals was advertised with three responsive vendors. MedFit was awarded the contract. The contract was for one year with a renewal option annually, for up to three years. We proposed to renew the option for FY21.

Based on recent usage, MedFit has proposed revisions in the hours included in the contract. Their request is included in the BMA packet. Total cost for FY21 is projected to be \$176,220 (\$750 less than FY20 budget). This is the second contract renewal option, of three. Funding has been identified in the FY21 budget.

#### Attachments:

1. Resolution
2. Committee Renewal Request Letter
3. MedFit Contract Renewal Letter

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

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

A RESOLUTION RENEWING AND AMENDING THE AGREEMENT WITH MEDFIT, LLC FOR A PHYSICAL WELLNESS PROGRAM FOR FY21 AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2018, the bid for a physical wellness program was awarded to MedFit, LLC for the amount of \$148,200.00; and

WHEREAS, the program included, but is not limited to job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program), job coaching, medical exercise training (assess muscle strength/imbalance, stretching/exercise program), and educational seminars; and

WHEREAS, the agreement was for one year with a renewal option annually for up to three years; and

WHEREAS, due to the recent usage, the increase of hours has caused an increase in the agreement amount; and

WHEREAS, the city would like to renew the agreement with MedFit, LLC for FY21, at an amount of \$176,220.00.

WHEREAS, funding is identified in the FY21 budget.

Now therefore,

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

SECTION I. That the renewal of the agreement with MedFit, LLC for FY21 at an amended cost of \$176,220.00 is approved.

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

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

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

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

ADOPTED this the 2nd day of June, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



April 29, 2020

Stan Johnson  
The MedFit Center  
3246 Memorial Blvd  
Kingsport, TN 37664

RE: FY21 MedFit/Kingsport Contract Renewal

Stan,

The City of Kingsport requests the third, and last, renewal of our contract with The MedFit Center for the Physical Wellness and Strengthening Program. This contract would be effective from July 1, 2020 through June 30, 2021.

The Physical Wellness committee met with MedFit to discuss this contract renewal on April 14, 2020. During that meeting, a proposal was presented by MedFit for FY21. The committee discussed the proposal and determined that some revisions are necessary to contend with our FY21 budget.

We would recommend renewing the contract based on the average usage from July 1, 2019 through March 31, 2020, as follows:

Item	Cost/Hr	Hours	Total Cost
Job Ergonomics	\$85	168	\$14,280
Workstation Ergonomics	\$85	48	\$4,080
Assessment/Training	\$65	2220	\$144,300
Educational Department Training	\$65	84	\$5,460
Reporting	\$45	180	\$8,100
<b>Total</b>			<b>\$176,220</b>

This is the same information that was sent in an email on April 21, 2020.

As we also discussed earlier, as part of the BMA presentation, we would like to get some personal testimonials from our employees that show some measure of cost avoidance (for example, they were heading for surgery but these services helped them avoid it). The calculated cost avoidance according to national averages can also be presented during the presentation.

If you can meet the terms of our proposal, please send a notice in writing to me by May 22, 2020 so that it can be placed on the BMA agenda for its June 2, 2020 meeting. Please be available for the June 1, 2020 BMA Work Session, which is scheduled to begin at 4:30 PM in the Council Room of City Hall.

Sincerely,

Chad Austin  
Water Services Manager



May 4, 2020

City of Kingsport  
301 Louis St  
Kingsport, TN 37660

RE: FY21 MedFit/Kingsport Contract Renewal

Chad,

Thank you for the opportunity to continue the MedFit contract for the City of Kingsport.

MedFit would like to formally accept the terms of the FY21 MedFit/Kingsport Contract Renewal as presented. The contract for FY21 was presented as follows:

	Cost/hr	Hours	FY20 averages
Job Ergonomics	\$ 85	168	\$ 14,280.00
Workstation Ergonomics	\$ 85	48	\$ 4,080.00
Assessment/Training	\$ 65	2220	\$ 144,300.00
Educational/Department	\$ 65	84	\$ 5,460.00
Reporting	\$ 45	180	\$8,100.00
			<b>\$ 176,220.00</b>

We look forward to improving the health of your employees and improving work culture while providing financial savings for the city.

Stan L. Johnson  
MedFit Center/GBC Wellness Center



## AGENDA ACTION FORM

### Revised Riverbend Park Redevelopment Agreement with KHRA for Development of Riverbend Park

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

Action Form No.: AF-128-2020  
Work Session: June 1, 2020  
First Reading: N/A

Final Adoption: June 2, 2020  
Staff Work By: Jessica Harmon  
Presentation By: Chris McCartt

#### Recommendation:

Approve the revised Redevelopment Agreement Resolution.

#### Executive Summary:

The TIF agreement for the Riverbend Redevelopment District was created in 2015 and included a provision for monies to support improvement of the donated park property along the riverfront. Of the \$2 million TIF incentive, \$666,667 was set aside for future improvement of Riverbend Park. The TIF agreement required a Redevelopment Agreement be entered into between the City and KHRA.

The original agreement was approved by the KHRA board in October 2016. The agreement requires that the city complete construction of the project in accordance with an approved Site Plan. To that end, the Parks & Recreation Department along with Development Services Staff advertised for a Master Plan to be developed by a consultant and the submittals were opened in November 2016. Barge Design Solutions was selected to create the plan.

At this point, a conceptual plan has been created and the design professionals are working towards a 30% design. Those designs will be reviewed and once finalized full design will begin.

The revised agreement extends the date of completion to November 23, 2022. This revision was approved by the KHRA Board at their May 20, 2020 meeting.

#### Attachments:

1. Resolution
2. Map of Park Property

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO EXTEND THE DATE OF COMPLETION OF THE RIVERBEND REDEVELOPMENT DISTRICT PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in October, 2016, the board approved a resolution authorizing the mayor to sign an agreement with the Kingsport Housing and Redevelopment Authority (KHRA) to improve donated land at the Riverbend Redevelopment District to a park; and

WHEREAS, the original agreement was approved by the KHRA board in October 2016; and

WHEREAS, the agreement requires that the city complete construction of the project in accordance with an approved Site Plan; and

WHEREAS, Barge Design was selected to create the Site Plan; and

WHEREAS, a conceptual plan has been created and the design professionals are working towards a 30% design, those designs will be reviewed, and once finalized, full design will begin; and

WHEREAS, the agreement with KHRA needs to be amended to extend the date of completion of the project to November 23, 2022.

Now therefore,

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

SECTION I. That an amendment to the agreement with the Kingsport Housing and Redevelopment Authority (KHRA) to extend the date of completion of the improvement to the donated land at the Riverbend Redevelopment District, which is a park, to November 23, 2022, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement with the Kingsport Housing and Redevelopment Authority (KHRA) to extend the date of completion of the improvement to the donated land at the Riverbend Redevelopment District, which is a park, to November 23, 2022, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT TO THE REDEVELOPMENT AGREEMENT**  
**RIVERBEND REDEVELOPMENT DISTRICT**  
**RIVERBEND PARK PROJECT**

This Amendment to the Redevelopment Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **CITY OF KINGSPORT, TENNESSEE ("City"); and the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY ("KHRA")**

WHEREAS, the parties have previously entered into a Redevelopment Agreement dated November 18, 2016 ("Redevelopment Agreement") in which the City agreed to construct a public park located on an approximately 24.1 acres of land being Sullivan County Tax Map 077H, Group C, Parcel 002.50, (the "Project"); and

WHEREAS, the City is presently undertaking the Project and the parties hereto have agreed to amend certain terms of the Redevelopment Agreement including an extension of the required completion date to November 23, 2022.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Paragraphs 3.1 and 3.2 of the Redevelopment Agreement shall be deleted in their entirety and replaced as follows:

3.1 Financial Assistance. In order to induce City to build the Project on the Redevelopment Parcel, KHRA shall upon KHRA's approval of the Site Plan deliver \$666,666.66 ("Available TIF Proceeds") to the City to be used for eligible TIF expenses related to the Project. City agrees to provide KHRA with appropriate documentation of the above expenditures as may be reasonably requested by KHRA including, but not limited to, invoices, cancelled checks, project bids, and account statements. In the event City fails to provide the documentation to substantiate said expenses as determined in KHRA's reasonable discretion in at least an amount equal to the Available TIF Proceeds, City agrees to repay any difference between its documented expenses and the funds actually received by City pursuant to this Agreement within thirty (30) days of receipt of written request from KHRA.

3.2 Completion of Project. City agrees to complete construction of the Project in accordance with the Site Plan, this Agreement, and all applicable laws, ordinances, and regulations no later than November 23, 2022 ("Completion Date"). If City fails to complete the Project by the Completion Date, the City shall be required to repay all financial assistance received pursuant to Section 3.1 above to KHRA within thirty (30) days of receipt of written notice directing payment. KHRA agrees to apply any repayment received pursuant to this paragraph towards the principal of TIF Indebtedness. Completion shall be defined as Substantial Completion pursuant to AIA standards.

2. All terms and conditions of the Redevelopment Agreement not specifically revised by this Amendment shall remain in full force and effect

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment/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 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 June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



# Riverbend Park Site



5/26/2020, 2:58:44 PM

Sullivan County Parcels

Lake\_Pond

Parcel\_Conflict

Parcels

Railroad\_ROW

River

Street\_ROW

Hawkins County Parcels

Lake\_Pond

Parcel\_Conflict

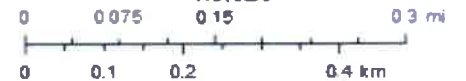
Parcels

Railroad\_ROW

River

Street\_ROW

1:9,028





## AGENDA ACTION FORM

### Execute Agreements with Various Agencies and Organizations for Services in Fiscal Year 2020-2021 Benefiting the General Welfare of Kingsport Residents

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

Action Form No.: AF-148-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: John Morris  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The City of Kingsport desires to enter into agreements with various agencies and organizations for services in fiscal year 2020-2021 benefiting the general welfare of Kingsport residents. The list of agencies and organizations is attached as supplemental information.

#### Attachments:

1. Supplemental Information
2. Resolution
3. Agreements

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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



## **Supplemental Information – AF-148-2020**

The City of Kingsport desires to enter into agreements with the following agencies and organizations for services in fiscal year 2020-2021 benefiting the general welfare of City of Kingsport residents:

- Children's Advocacy Center of Sullivan County
- Downtown Kingsport Association
- First Tennessee Development District
- First Tennessee Human Resource Agency
- Holston Business Development Center
- Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program
- Kingsport Ballet (DANCE CO. Program )
- Kingsport Housing and Redevelopment Authority for the Redevelopment Program
- Kingsport Theatre Guild
- PETWORKS Animal Services, Inc.
- Symphony Of The Mountains
- Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program
- Kingsport Chamber Foundation for the Small Business Development and Entrepreneurship Program (KOSBE)
- Healthy Kingsport

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AGREEMENTS WITH VARIOUS AGENCIES AND  
ORGANIZATIONS FOR SERVICES IN FISCAL YEAR 2020-2021  
BENEFITING THE GENERAL WELFARE OF KINGSPORT  
RESIDENTS

WHEREAS, the City of Kingsport desires to enter into agreements for services in fiscal year 2020-2021, benefiting the general welfare of city residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; and the Healthy Kingsport Program.

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, agreements for services in fiscal year 2020-2021, benefiting the general welfare of City of Kingsport residents, with the Children's Advocacy Center of Sullivan County; Downtown Kingsport Association; First Tennessee Development District; First Tennessee Human Resource Agency; Holston Business Development Center; Kingsport Chamber Foundation for the Keep Kingsport Beautiful Program and Small Business Development and Entrepreneurship Program; Kingsport Ballet (DANCE CO. Program); Kingsport Housing and Redevelopment Authority for the Redevelopment Program; Kingsport Theatre Guild; PETWORKS Animal Services, Inc.; Symphony of the Mountains; Greater Kingsport Area Chamber of Commerce, Inc. for the Move to Kingsport Program; and the Healthy Kingsport Program.

SECTION II. That authorization to enter into these agreements is subject to appropriation of the funds for the agreements in the 2020-2021 budget.

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 2<sup>nd</sup> day of June, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the Children's Advocacy Center of Sullivan County, Inc., hereinafter called "CHILDREN'S CENTER".

**WITNESSETH:**

WHEREAS, CHILDREN'S CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CHILDREN'S CENTER has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a children's advocacy center for abused children in the Sullivan County area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CHILDREN'S CENTER.
- 2. DESCRIPTION OF THE PROJECT.**

CHILDREN'S CENTER agrees as follows:

A. Education and Training Coordination

- The Child Advocacy Center provides educational and prevention programs as well as in-depth training programs for professionals about child abuse

B. Medical Examination Program

- The Child Advocacy Center provides medical exams for children, which assist in the collection of physical evidence, as well as attends to the child's physical needs.

C. Child Protective Investigative Team

- Sullivan County professionals from DCS, law enforcement, the district attorney's office, mental health, and juvenile court work to provide services to children and families in a unified effort.

D. Court Group

- The Child Advocacy Center provides several means of support to any child and family who have to appear in court.

E. Mother Advocate Program

- The Mother Advocate Program is designed to support the non-offending parents in cases of alleged sexual abuse in such a manner that they can act responsibly to protect and support the alleged child victim.

F. Transportation

- The Children's Advocacy Center staff and volunteers provide van transportation to clients and their families when needed.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to CHILDREN'S CENTER under this Agreement will not exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

4. **REQUEST FOR REIMBURSEMENT.** CHILDREN'S CENTER will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that CHILDREN'S CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** CHILDREN'S CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CHILDREN'S CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHILDREN'S CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** CHILDREN'S CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHILDREN'S CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** CHILDREN'S CENTER will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHILDREN'S CENTER will be entitled to receive just and equitable

compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** CHILDREN'S CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** CHILDREN'S CENTER hereby assures CITY that CHILDREN'S CENTER is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** CHILDREN'S CENTER will provide any relevant information requested by CITY concerning CHILDREN'S CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and CHILDREN'S CENTER have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to CHILDREN'S CENTER can be used to reimburse CHILDREN'S CENTER for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** CHILDREN'S CENTER will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to CHILDREN'S CENTER assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** CHILDREN'S CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHILDREN'S CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHILDREN CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHILDREN'S CENTER, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CHILDREN'S CENTER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHILDREN'S CENTER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHILDREN'S CENTER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHILDREN'S CENTER and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CHILDREN'S ADVOCACY  
CENTER OF SULLIVAN  
COUNTY, INC.**

\_\_\_\_\_  
Executive Director

**CITY OF KINGSPORT**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
SIDNEY H. COX  
City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney



**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**DOWNTOWN KINGSPORT ASSOCIATION**  
**“CENTRAL BUSINESS DISTRICT PROJECT”**

THIS AGREEMENT made and entered into as of this \_\_\_\_ day of July, 2020, by and between the City of Kingsport, hereafter called “CITY” and the Downtown Kingsport Association, hereafter called “ASSOCIATION”.

**WITNESSETH:**

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide services in the central business district and to state the terms and conditions upon which financial assistance will be provided by CITY, the manner in which the project will be carried out by ASSOCIATION, and responsibilities of each party.
2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees as follows to undertake the following action items and responsibilities:
  - A. Implement the City's policy and objectives for and in downtown Kingsport.
  - B. Maintain Main Street certification and implement the Main Street action program.
  - C. Undertake a marketing program for downtown Kingsport, which should include:

1. Providing a printed guide to downtown;
  2. Creating and maintaining a website promoting downtown; and
  3. Partnering with other entities tasked with promoting Kingsport (e.g. work closely with KCVB and the Chamber to develop & promote activities that attract visitors, encourage overnight/weekend stays).
- D.** Become the point of education for downtown stakeholders by conducting workshops for business and property owners about facade grants and other incentive programs, like Tax Increment Financing and provide supporting reasons to consider such incentives.
- E.** Produce events that promote downtown, including by way of example:
1. Christmas lighting and provide storage and annual maintenance and refurbishment of holiday street light decorations, including any painting, taping, rewiring and re-building of each decoration
  2. Fall for Downtown Kingsport;
  3. Black Friday;
  4. Halloween; and
  5. July 4.
  6. Promote Downtown Events- Downtown Wine Festival, Farm to Table Event, Downtown Holiday Loft Tours, and First Thursday and Merchant Open House Events;
  7. Work with OneKingsport committee regarding any post summit projects that are identified pertaining to the Downtown Core;
  8. Enhance Church Circle Improvements;
  9. Oversee a Young Professional Network organization that attracts and retains young professionals to Kingsport: PEAK; and
  10. Aesthetic Community Designs will be promoted through a number of initiatives from the DKA Design Committee.
- F.** Operate a Welcoming Committee to facilitate the creation and success of new business ventures in downtown including becoming the point of information for topics related to downtown which should include meeting with potential business owners and developers to provide:

1. a thorough presentation of downtown advantages such as available grants, past incentive packages, available properties and their general costs, Tax Increment Financing, overview of the businesses currently downtown, value placed on arts, culture and history, discussion of community partnerships available to ensure their business' success (marketing through the Chamber, KCVB, etc.);
2. a one-half hour to one hour guided tour, as needed; and
3. leave behind collateral about downtown including contact information for key persons/organizations to assist in their decision making process.

G. Such other responsibilities as the board of mayor and aldermen may request and the DKA accept.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed EIGHTY FOUR THOUSAND SIX HUNDRED DOLLARS (\$84,600.00). Twenty One Thousand One Hundred and Fifty and NO/100 dollars (\$21,150.00) will be paid to the ASSOCIATION upon the proper execution of this Agreement by all parties. Twenty One Thousand One Hundred and Fifty and NO/100 dollars (\$21,150.00) will be paid to the ASSOCIATION on October 1, 2020; Twenty One Thousand One Hundred and Fifty and NO/100 dollars (\$21,150.00) will be paid to the ASSOCIATION on January 1, 2021; and Twenty One Thousand One Hundred and Fifty and NO/100 dollars (\$21,150.00) will be paid to the ASSOCIATION on April 1, 2021.
4. **REQUEST FOR REIMBURSEMENT.** ASSOCIATION will submit a report to the CITY showing the actual net operating costs incurred on a biannual basis using forms and procedures specified by CITY. The reports are due upon the proper execution of this Agreement by all parties and on January 2, 2021.
5. **REIMBURSEMENT BY CITY.** CITY will review the semiannual reports, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allow ability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** ASSOCIATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. ASSOCIATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** ASSOCIATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, ASSOCIATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed \$117,500.00.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION'S Central Business District Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and ASSOCIATION have previously agreed that the project term for this Agreement is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to ASSOCIATION can be used to reimburse ASSOCIATION for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to

ASSOCIATION assist in carrying out the purpose of the project as described under the terms of this Agreement. The ASSOCIATION will give a formal presentation to the Board of Mayor and Aldermen at a public meeting to describe the results of the project.

- 16. INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or its employees or agents.

- 17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**DOWNTOWN KINGSPORT ASSOCIATION**

\_\_\_\_\_  
Executive Director

**CITY OF KINGSPORT**

\_\_\_\_\_  
PARICK W. SHULL  
Mayor

ATTEST:

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SIDNEY H. COX  
City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**FIRST TENNESSEE DEVELOPMENT DISTRICT**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Development District, hereinafter called "FTDD".

**W I T N E S S E T H:**

WHEREAS, FTDD is a political subdivision of the State of Tennessee and is eligible to receive funds for this purpose; and

WHEREAS, FTDD has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide an advocate for issues of regional concern for area wide planning and intergovernmental relations and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FTDD.
2. **DESCRIPTION OF THE PROJECT.**  
FTDD agrees as follows:
  - A. To be a liaison for local governments and state and federal governments.
  - B. To provide data collections services, regional plan preparations, project implementation activities, grants management and preparation, coordination

functions and technical assistance.

- C. To provide the residents of Kingsport with a means to cooperate in comprehensive regional programs to prevent future environmental degradation and to resolve existing waste disposal problems.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FTDD under this Agreement will not exceed FIVE THOUSAND NINE HUNDRED FORTY ONE DOLLARS (\$5,941.00).

4. **REQUEST FOR REIMBURSEMENT.** FTDD will bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.

5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FTDD is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FTDD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

- (B) A description of the program that serves the residents of the municipality; and

- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FTDD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FTDD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FTDD will establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FTDD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed



by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** FTDD will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FTDD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FIVE THOUSAND NINE HUNDRED FORTY ONE DOLLARS (\$5,941.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FTDD will immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FTDD hereby assures CITY that FTDD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FTDD will provide any relevant information requested by CITY concerning FTDD's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FTDD have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to FTDD can be used to reimburse FTDD for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** FTDD will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to FTDD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FTDD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FTDD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FTDD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FTDD, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FTDD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FTDD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FTDD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FTDD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE  
DEVELOPMENT DISTRICT**

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Executive Director

**CITY OF KINGSPORT**

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PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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City Recorder

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J. MICHAEL BILLINGSLEY  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**THE FIRST TENNESSEE HUMAN RESOURCE AGENCY**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the First Tennessee Human Resource Agency, hereinafter called "FIRST TENNESSEE".

**W I T N E S S E T H:**

WHEREAS, FIRST TENNESSEE is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FIRST TENNESSEE has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide an additional staff person to help protect individuals who are abused or neglected in the Kingsport area and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FIRST TENNESSEE.

**2. DESCRIPTION OF THE PROJECT.**

FIRST TENNESSEE agrees as follows:

A. To provide basic homemaker service to include:

- Provide instructional training in light housekeeping, laundry, cooking, personal care, and grocery shopping.
- Provide educational assistance with banking, budgeting, and bill payments.

- Provide medication pick-up and monitoring as well as assistance with medical appointments and transportation to those appointments.
- Provide coordination with area agencies and local charities and assistance with utilization of other public services.

B. Provide self-sufficiency and prevent institutional placement by providing in-home care for individuals in threat of harm due to abuse or neglect.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FIRST TENNESSEE under this Agreement will not exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
4. **REQUEST FOR REIMBURSEMENT.** FIRST TENNESSEE will bill CITY for the actual net operating costs incurred on a quarterly basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that FIRST TENNESSEE is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** FIRST TENNESSEE prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FIRST TENNESSEE will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FIRST TENNESSEE with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** FIRST TENNESSEE will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FIRST TENNESSEE further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FIRST TENNESSEE will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FIRST TENNESSEE will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINE THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$9,212.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FIRST TENNESSEE will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FIRST TENNESSEE hereby assures CITY that FIRST TENNESSEE is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** FIRST TENNESSEE will provide any relevant information requested by CITY concerning FIRST TENNESSEE Family Support Services including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FIRST TENNESSEE have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to FIRST TENNESSEE can be used to reimburse FIRST TENNESSEE for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** FIRST TENNESSEE will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FIRST TENNESSEE assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FIRST TENNESSEE'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FIRST TENNESSEE is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FIRST TENNESSEE nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FIRST TENNESSEE, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

FIRST TENNESSEE will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FIRST TENNESSEE'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FIRST TENNESSEE and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FIRST TENNESSEE and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**FIRST TENNESSEE HUMAN  
RESOURCE AGENCY**

---

Jason Cody  
Executive Director

**CITY OF KINGSPORT**

---

PATRICK W. SHULL  
Mayor

ATTEST:

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SIDNEY H. COX  
City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY  
City Attorney

# **AGREEMENT**

**BETWEEN**

**THE CITY OF KINGSPORT, TENNESSEE,**

**AND**

## **HOLSTON BUSINESS GROUP SMALL BUSINESS INCUBATOR PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2020, by the City of Kingsport, hereinafter called "CITY", and HOLSTON BUSINESS GROUP, hereinafter called "HOLSTON".

### **WITNESSETH:**

WHEREAS, HOLSTON is a not-for-profit corporation as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for creation and operation of a small business incubator, and CITY has requested that HOLSTON be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, HOLSTON is willing to create and operate the Small Business Incubator Program; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

## **I. TERM.**

This Agreement will be for a term of twelve (12) months commencing July 1, 2020 through June 30, 2021, subject to other termination provisions in this Agreement. The funds allocated by CITY to HOLSTON can be used to reimburse HOLSTON for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021, without its written consent.

## **II. SCOPE OF WORK.**

HOLSTON will promote, coordinate, develop and operate the Small Business Incubator Program to assist and develop small businesses.

## **III. MONITORING AND REPORTING REQUIREMENTS.**

HOLSTON prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

## **IV. COMPENSATION.**

- A. CITY will pay HOLSTON Thirty Three Eight Hundred and Forty Dollars and NO/100 (\$33,840.00) dollars annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay HOLSTON one quarter of CITY's annual budgeted amount at the beginning of each quarter of the CITY's fiscal year (July 1, 2020; October 1, 2020; January 1, 2021; and April 1, 2021).
- C. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of



such costs and will not constitute a waiver of any violation of the terms of the Agreement.

- D. The final determination of the amount subject to reimbursement under the terms of this Agreement will be based on an audit conducted by or acceptable to CITY. HOLSTON will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HOLSTON with regard to the project. Such records will be retained for this purpose for a period of not less than three years. Subsequent to the close of HOLSTON's fiscal year for which operating assistance is provided, HOLSTON will furnish a final audit report prepared by a governmental audit agency, or an independent public accountant, which will include at minimum a statement of revenue, expense and any changes in financial position for HOLSTON's fiscal year.
- E. HOLSTON will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HOLSTON further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

#### **V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

HOLSTON will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. HOLSTON will not assign any rights to funds provided herein without the prior written authorization of the CITY.

#### **VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

HOLSTON will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

#### **VII. STAFFING.**

- A. HOLSTON will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, HOLSTON will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

#### **VIII. TERMINATION OF AGREEMENT FOR CAUSE.**

If, through any cause, HOLSTON fails to fulfill in a timely and proper manner the

obligations of this Agreement, or if HOLSTON violates any of the covenants, agreements, or stipulations of this Agreement, CITY will thereupon have the right to terminate this Agreement. If CITY is entitled to terminate this Agreement for cause, as a condition precedent to the exercise of such right the CITY will give HOLSTON and written notice specifying such default and HOLSTON will have right to cure the specified default within thirty (30) calendar days after service of such notice. If the default is not cured within that time CITY may upon three (3) days written notice to the other parties terminate this Agreement on a date certain. All payments by CITY to HOLSTON will be suspended until the default is cured if the default is in part caused by HOLSTON, and HOLSTON will not be entitled to further payment if the Agreement is terminated pursuant to this paragraph if the default is in part caused by HOLSTON.

**IX. EXTENSION OF AGREEMENT.**

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

**X. OPERATING INFORMATION.**

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. HOLSTON designates the Corporate Secretary as its representative for this Agreement. HOLSTON will provide any relevant information requested by CITY concerning the Small Business Incubator Program of HOLSTON, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

**XI. ASSURANCES.**

HOLSTON hereby assures CITY that HOLSTON is legally entitled to funds from CITY.

**XII. REPORTING.**

HOLSTON will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HOLSTON assist in carrying out the purpose of the project as described under the terms of this Agreement.

**The remainder of this page is left intentionally blank.**

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**HOLSTON BUSINESS GROUP**

\_\_\_\_\_  
Executive Director

ATTEST:

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

**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX  
City Recorder

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

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

## **APPENDIX**

### **PERFORMANCE MEASURES FOR AGREEMENT BETWEEN THE CITY OF KINGSFORT, TENNESSEE, AND THE HOLSTON BUSINESS GROUP FOR THE SMALL BUSINESS INCUBATOR PROGRAM**

#### **MEASURES**

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted (CY 2015): 44
2. Total employment of assisted start-ups (CY 2015): 406
3. Announced capital investment (CY 2017): \$188,658.00
4. “Graduation” rate (the number of businesses that leave the incubator and locate in Kingsport): 4%
5. Jobs created (CY 2015): 27

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**THE KINGSFORT CHAMBER FOUNDATION**  
**“KEEP KINGSFORT BEAUTIFUL PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereafter called “CITY” and, the Kingsport Chamber Foundation hereafter called “FOUNDATION”.

**WITNESSETH:**

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, FOUNDATION has requested financial assistance pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of the Agreement is to assist FOUNDATION in continuing a Keep Kingsport Beautiful Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by FOUNDATION.
2. **DESCRIPTION OF THE PROJECT.**

FOUNDATION agrees as follows:

To develop and carry out short term and long term projects relating specifically to involving the community of Kingsport in responsible solutions for a clean and beautiful environment including but not limited to:

- Litter prevention.
  - o Coordination of the Trashbuster program that provides community volunteer assistance for litter prevention for various community sponsored events.
  - o Maintaining a public/private partnership for the sponsorship of the Trashbuster program.
  - o Coordination of focused clean-ups of selected areas based upon need for removal of garbage, trash and other undesirable items.
  - o Involving the community with the annual Great American Cleanup.
- Beautification of the environs.
  - o Coordinate the Tree Planting Fund program that is dedicated to the planting of various varieties of trees indigenous to the area in an effort to provide shade, attractive appearance and a shelter for wildlife.
  - o Maintaining a public/private partnership for the sponsorship of the Tree Planting Fund program.
- Promotion of recycling.
- Promotion of environmental improvements.
- Increase public awareness through education and promotion.
  - o Coordinating the annual Conservation Camp for 4<sup>th</sup> graders.
  - o Maintaining the Environmental Reading program and other educational programs.
- Recognition of excellence in environmental and beautification improvements.
  - o Coordinating, preparing and presenting such recognition at the appropriate regularly scheduled Board of Mayor and Aldermen meetings.
  - o Maintaining a public/private partnership of such programs that provide recognition of excellence in improvements.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to FOUNDATION under this Agreement will not exceed FORTY THOUSAND FOUR HUNDRED AND TWENTY DOLLARS and NO/100 (\$40,420.00).

4. **REQUEST FOR REIMBURSEMENT.** CITY will pay the amount set out in Section 3 in two payments of TWENTY THOUSAND TWO HUNDRED AND TEN DOLLARS and no/100 (\$20,210.00) each. FOUNDATION is to send to CITY reports of the actual net operating cost on a semi-annual basis.

5. **REIMBURSEMENT BY CITY.** CITY will review all semi-annual reports, however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

6. **AUDITS.** FOUNDATION prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENT.** FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** FOUNDATION will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date.
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** FOUNDATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

13. **OPERATING INFORMATION.** FOUNDATION will provide any relevant information requested by CITY concerning FOUNDATION'S Keep Kingsport Beautiful Program including, but not limited to contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and FOUNDATION have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.



**KINGSPORT CHAMBER FOUNDATION**

\_\_\_\_\_  
MILES BURDINE  
Secretary

ATTEST:

By: \_\_\_\_\_  
SHARON HAYES  
Director, Keep Kingsport Beautiful

**CITY OF KINGSPORT**

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX  
City Recorder

APPROVED AS TO FORM;

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**THE KINGSFORT BALLET**  
**“DANCE CO.”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Ballet, hereinafter called "KINGSFORT BALLET".

**W I T N E S S E T H:**

WHEREAS, KINGSFORT BALLET is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, KINGSFORT BALLET will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist KINGSFORT BALLET with operational expenses and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by KINGSFORT BALLET.

**2. DESCRIPTION OF THE PROJECT.**

KINGSFORT BALLET agrees to provide free of charge classical ballet instruction to underserved children in the community through its Developing Artists and Nurturing Cultural Education through Community Outreach (DANCE CO.) program.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KINGSPORT BALLET under this Agreement will not exceed SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).
4. **REQUEST FOR REIMBURSEMENT.** KINGSPORT BALLET will bill CITY for payment of funds after July 1, 2019, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KINGSPORT BALLET prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KINGSPORT BALLET will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KINGSPORT BALLET with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KINGSPORT BALLET will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KINGSPORT BALLET further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KINGSPORT BALLET will not assign any

rights to funds, except as set forth herein, without prior written authorization from CITY.

10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, KINGSPORT BALLET will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KINGSPORT BALLET will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KINGSPORT BALLET hereby assures CITY that KINGSPORT BALLET is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KINGSPORT BALLET will provide any relevant information requested by CITY concerning KINGSPORT BALLET's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KINGSPORT BALLET have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to KINGSPORT BALLET can be used to reimburse KINGSPORT BALLET for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** KINGSPORT BALLET will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to KINGSPORT BALLET assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KINGSPORT BALLET'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KINGSPORT BALLET is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KINGSPORT BALLET nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by KINGSPORT BALLET, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

KINGSPORT BALLET will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KINGSPORT BALLET'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KINGSPORT BALLET and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KINGSPORT BALLET and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT BALLET**

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BERTINA S. DEW  
Executive Director

**CITY OF KINGSPORT**

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PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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City Recorder

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J. MICHAEL BILLINGSLEY  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY**  
**“REDEVELOPMENT PROGRAM”**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Housing and Redevelopment Authority, hereinafter called "KHRA".

**W I T N E S S E T H:**

WHEREAS, KHRA is authorized by the State of Tennessee to administer redevelopment activities within the City and is eligible to receive funds for this purpose; and

WHEREAS, KHRA has requested financial assistance pursuant to said Sections which CITY has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide administrative services for the City's Redevelopment Program and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the services will be carried out by KHRA.
2. **DESCRIPTION OF THE PROJECT.**

KHRA agrees as follows:

- A. To provide the City of Kingsport with Redevelopment Program administrative services including data collections, plan preparation, project implementation activities, grants management and preparation, coordination functions and technical assistance.
- B. Work with the Kingsport Economic Development Board and the City to encourage and promote the downtown area.

- C. Work with the Kingsport Economic Development Board and its Façade and Redevelopment Committee to promote the aesthetics for the downtown area and the redevelopment of downtown properties through the Façade and Redevelopment Grant Program.
  - D. KHRA will work with the city to identify and redevelop old industrial sites and infrastructure.
  - E. KHRA will work with the City to implement OneKingsport Initiatives, including the redevelopment of all KHRA housing.
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to KHRA under this Agreement shall not exceed THIRTY SEVEN THOUSAND SIX HUNDRED AND NO DOLLARS (\$37,600.00).
4. **REQUEST FOR REIMBURSEMENT.** KHRA shall bill CITY for the actual net operating costs incurred on an annual basis using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will honor all requests for reimbursement up to amount as stated in paragraph 3 provided that KHRA is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by CITY of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** KHRA prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.
- The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. KHRA will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of KHRA with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** KHRA shall establish and maintain an accounting, record keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. KHRA further agrees



to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.

8. **CHANGES.** Any changes in this Agreement shall require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** KHRA will not assign any rights to funds without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination, KHRA shall be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event shall this amount exceed THIRTY SEVEN THOUSAND SIX HUNDRED AND NO DOLLARS (\$37,600.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** KHRA shall immediately notify CITY of any change in conditions or of any other event, which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** KHRA hereby assures CITY that KHRA is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** KHRA will provide any relevant information requested by CITY concerning KHRA program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and KHRA have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to KHRA can be used to reimburse KHRA for eligible project expenses beginning on July 1, 2020. In no event shall CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** KHRA will submit to the Board of Mayor and Aldermen its quarterly status report setting out how funds allocated by CITY to KHRA assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** KHRA'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. KHRA is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither KHRA nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time

be legally responsible for any negligence or other wrong doing by KHRA, or it employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

KHRA will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with KHRA'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of KHRA and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to KHRA and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT HOUSING AND  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
TERRY CUNNINGHAM  
Executive Director

**CITY OF KINGSPORT**

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**KINGSFORT THEATRE GUILD**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the Kingsport Theatre Guild, hereinafter called "THEATRE GUILD".

**WITNESSETH:**

WHEREAS, THEATRE GUILD is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, THEATRE GUILD will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist THEATRE GUILD in producing and presenting community-wide productions. The staff and actors are from the Greater Tri-Cities area. The THEATER GUILD hosts a Youth Camp and Teen Camp in the summer and partners with Barter Youth Academy to provide workshops in the fall, spring and summer targeting a young audience and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by THEATRE GUILD.

2. **DESCRIPTION OF THE PROJECT.**

THEATRE GUILD agrees to produce and present community-wide "Youth Series" productions targeting a young audience during the 2020-2021 theatre season.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to THEATRE GUILD under this Agreement will not exceed SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).
4. **REQUEST FOR REIMBURSEMENT.** THEATRE GUILD will bill CITY for payment of funds after July 1, 2020, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** THEATRE GUILD prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105 THEATRE GUILD will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of THEATRE GUILD with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** THEATRE GUILD will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. THEATRE GUILD further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

9. **ASSIGNMENT AND SUBLETTING.** THEATRE GUILD will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, THEATRE GUILD will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).
11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** THEATRE GUILD will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** THEATRE GUILD hereby assures CITY that THEATRE GUILD is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** THEATRE GUILD will provide any relevant information requested by CITY concerning THEATRE GUILD's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and THEATRE GUILD have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to THEATRE GUILD can be used to reimburse THEATRE GUILD for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** THEATRE GUILD will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to THEATRE GUILD assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** THEATRE GUILD'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. THEATRE GUILD is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither THEATRE GUILD nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by THEATRE GUILD, or its employees or agents.

**17. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

THEATRE GUILD will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with THEATRE GUILD'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of THEATRE GUILD and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THEATRE GUILD and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**KINGSPORT THEATRE GUILD**

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TINA RADTKE  
Executive Director

**CITY OF KINGSPORT**

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PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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City Recorder

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J. MICHAEL BILLINGSLEY  
City Attorney

**CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**PETWORKS ANIMAL SERVICES, INC.**

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**OPERATIONAL AGREEMENT**

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THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

**W I T N E S S E T H:**

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, provide animal control; and,

WHEREAS, CITY by and through its duly elected officials and officers, desires to provide for an animal control program and shelter for CITY and its residents; and

WHEREAS, CENTER will provide certain animal control and shelter services for the City of Kingsport and its residents; and

WHEREAS, except for a Lease between the parties concerning the real property on which the CENTER building is located, CITY and CENTER wish to substitute this written agreement for any previous written Agreement or agreements between the parties, it is, therefore, understood by and between the parties that any such previous agreements will be terminated at the time of the execution of this Agreement and that the relationship of the parties will hereafter be governed by the terms of this Agreement; and,

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**SECTION 1. PURPOSE OF THE AGREEMENT.**

The purpose of this Agreement is to provide an Animal Control/Shelter Program for CITY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by CENTER.

## **SECTION 2. DESCRIPTION OF THE PROJECT.**

CENTER agrees as follows:

- A. Provide shelter, food and housing for lost, stray and unwanted animals. It is the intention and understanding of the parties that CENTER will continue the operation of the Animal Control/Shelter Program as it exists in the City of Kingsport as of the date of this Agreement, except as altered or amended by this Agreement. In no event will the quality or quantity of services be decreased except by express written consent of CITY and agreed upon by CENTER.
- B. Maintain regular hours of operation at its premises, such hours being open to the public at a minimum of four (4) hours per weekday in the afternoon, and four (4) hours on weekends, either morning or afternoon at the discretion of CENTER. CENTER will have the option to close the facility on the following holidays: Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Easter, Memorial Day, the Fourth of July and Labor Day. The facility may also be closed due to bad weather, power outages, or other unusual occurrences.
- C. Provide and be responsible for, all personnel, including a Manager for the animal shelter and animal adoption program, and to assist in CITY'S animal control program. The Manager will be an employee of CENTER and will not for any purpose be considered to be an employee of CITY. The salary of the Manager will be paid by CENTER. The Manager will be responsible for the day-to-day operation and maintenance of the animal shelter and animal control program, and will be responsible for the efficient and appropriate operation of these programs. In the event the Manager does not adequately provide for the efficient and appropriate operation of these programs, CITY may, at its option, require that the Manager be replaced, or CITY may require other reasonable steps be taken to remedy the situation. Failure of CENTER to take appropriate steps as requested by CITY in such event will constitute grounds for termination of this Agreement.
- D. Provide and be responsible for at least one trained assistant to be present with the Manager at all times during the operation of the Animal Control/Shelter Program. At least two trained assistants, paid or volunteer, will be present to assist the public when the shelter is open to the public and the Manager is not on duty.
- E. Keep the facility safe, secure, clean and orderly at all times, including both the building and grounds.
- F. Admit animals to the facility on a daily basis, except on those holidays when the shelter may be closed as provided above. CENTER will accept animals brought to the shelter by residents of the City of Kingsport. CENTER will allow access to the facility for CITY Animal Control Officers for after-hours or emergency admissions



to the shelter.

- G. CENTER's employees or volunteers, during normal working hours, will be available to release animals to their owners that are being held by Animal Control Officers for violations of CITY codes. When Animal Control Officers are unavailable, CENTER may release to owners making a claim, any animal placed in the shelter by Animal Control Officers, provided that the owner completes a form, provided by CITY, which states their ownership, their name and address, and is signed by them. Said completed form will be forwarded to the Animal Control Officers for follow-up prosecution of violations of animal control laws. Exception: Animal Control Officers may require CENTER to hold animals until the owner makes personal contact with the Animal Control Officer in regard to aggravated offenders when the previous procedure has proven inadequate in identification and prosecution of habitual offenders of animal control laws.
- H. Provide a continuing community-wide educational program to familiarize the public with the Animal Control/Shelter Program.
- I. Maintain an animal lost and found service.
- J. Maintain appropriate administrative records.
- K. Prepare a monthly administrative report for CITY which will include the following information: number of animals placed at the shelter in the month, number of adoptions, number of animals reclaimed by owners, number of animals euthanized, number of injured animals picked up, number of animals remaining at the shelter, and all monetary transactions for the month. In addition, CENTER will make available to CITY any other information regarding the activities of CENTER carried out pursuant to this Agreement, at reasonable times upon request by CITY.
- L. Provide assistance to the Animal Control Officers in the investigation of animal cruelty and abandonment reports in corporate limit of CITY. Provide assistance and aid in the prosecution of all charges of animal cruelty and abandonment (records, Veterinarian treatment, charges etc.).
- M. Provide information on animals brought to the shelter to a newspaper of general circulation within city.
- N. Encourage adoption through appropriate news media, including "Pet of the Week" features, stories and interviews.
- O. Provide for the training of assistants to work at the shelter.
- P. Abide by all local, state and federal laws, and regulations which may be applicable to the operation of the program herein provided for.

### **SECTION 3. RESPONSIBILITY FOR EXPENSES.**

It is understood and agreed by the parties that CENTER is to be self-sustaining financially. Specifically, but without limitation, CENTER will be responsible for the following expenses:

- A. CENTER will pay for all food for the animals in the program.
- B. CENTER will pay all utility charges, such as electricity, water, and phone, and all operational and administrative expenses to operate one or more animal shelters and provide an animal control program at least as comprehensive as the program previously operated by CITY.
- C. CENTER will perform all necessary cleaning and janitorial functions, and will be responsible for providing the necessary cleaning supplies and equipment, and personnel at its own expense. CENTER will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of its premises.
- D. CENTER will perform, and bear the expense for all euthanasia and CITY will assume responsibility for final disposal of animals. CENTER will establish a standard time and date for euthanized animal pick-ups.
- E. Except as otherwise provided herein, CENTER will make arrangements for and bear the expenses of all necessary veterinary services.
- F. CITY will bear expense of all wild animals captured in the corporate limits of CITY brought to the shelter for euthanasia or veterinary services. The CENTER will be responsible for domesticated animals.
- G. All animals which are placed in the shelter which are not subsequently reclaimed by owner within five (5) days will become the property of CENTER. CENTER will then have five (5) additional days for adoption of animals. At the end of ten (10) full days, CENTER will euthanize the animals unless, in some instances, the animals are of good breeding, character, non-violent and in good health, and the CENTER can show justification to the Chief of Police or his designee, the animal can be held for an extended period thereafter determined by an agreement between CENTER and the Kingsport Police Department for the purpose of adoption but not to exceed a total period of three weeks (21 days). The decision to hold animals of this nature will only be merited on space availability. It is agreed that no animals will be sold or released to research or experimental labs. Wild dogs and cats, not suitable for adoption may be immediately destroyed following the waiting period or upon meeting the requirements of City Ordinance 14-96 be destroyed immediately.

#### **SECTION 4. MAXIMUM PAYMENT.**

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will not exceed TWO HUNDRED AND FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$215,800.00). The payment will be made on July 1, 2020.

#### **SECTION 5. PAYMENT BY CITY.**

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

#### **SECTION 6. AUDITS.**

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

#### **SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.**

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

#### **SECTION 8. LIABILITY.**

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

## **SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.**

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement

## **SECTION 10. INDEPENDENT CONTRACTOR.**

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or its employees or agents.

## **SECTION 11. CHANGES.**

This Agreement may be amended only by a written instrument signed by properly authorized representatives of CITY and CENTER.

## **SECTION 12. ASSIGNMENT AND SUBLETTING.**

CENTER may not assign this Agreement without the express written consent of CITY.

## **SECTION 13. TERMINATION.**

This Agreement may be terminated by CITY at any time by giving written notice to CENTER at least thirty (30) days before the effective date of such termination. The parties will meet and discuss the terms of a possible successor agreement, commencing ninety (90) days before this Agreement terminates.

## **SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

## **SECTION 15. ASSURANCES.**

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

## **SECTION 16. OPERATING INFORMATION.**

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

## **SECTION 17. PROJECT TERM.**

The term of this Agreement will be one (1) year, commencing upon the day and date above written.

## **SECTION 18. MISCELLANEOUS.**

This written Agreement represents the entire Agreement of the parties, except for a lease between the parties concerning the real property on which the CENTER building is located, and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**CITY OF KINGSPORT,  
TENNESSEE**

**PETWORKS ANIMAL SERVICES, -  
INC.**

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Patrick W. Shull  
Mayor

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Donna Davidson  
Director

ATTEST:

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City Recorder

APPROVED AS TO FORM:

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J. Michael Billingsley  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**SYMPHONY OF THE MOUNTAINS**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and Symphony of the Mountains, hereinafter called "SYMPHONY".

**W I T N E S S E T H:**

WHEREAS, SYMPHONY is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SYMPHONY will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to fund a concert chair for SYMPHONY and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by SYMPHONY.
2. **DESCRIPTION OF THE PROJECT.** SYMPHONY agrees to fund a concert chair for the Symphony of the Mountains Association of Kingsport in the amount of SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to SYMPHONY under this Agreement will not exceed SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).

4. **REQUEST FOR REIMBURSEMENT.** SYMPHONY will bill CITY for payment of funds after July 1, 2019, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** SYMPHONY prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. SYMPHONY will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of SYMPHONY with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** SYMPHONY will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. SYMPHONY further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** SYMPHONY will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the



event of such termination, SYMPHONY will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed SIX THOUSAND SEVEN HUNDRED AND SIXTY EIGHT DOLLARS (\$6,768.00).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** SYMPHONY will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** SYMPHONY hereby assures CITY that SYMPHONY is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** SYMPHONY will provide any relevant information requested by CITY concerning SYMPHONY's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and SYMPHONY have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to SYMPHONY can be used to reimburse SYMPHONY for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** SYMPHONY will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to SYMPHONY assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** SYMPHONY'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. SYMPHONY is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither SYMPHONY nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by SYMPHONY, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** SYMPHONY will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with SYMPHONY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of SYMPHONY and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to SYMPHONY and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**SYMPHONY OF THE MOUNTAINS**

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MELISSA ROBERTS  
General Manager

**CITY OF KINGSFORT**

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PATRICK W. SHULL  
Mayor

ATTEST:

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City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY  
City Attorney

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSPORT, TENNESSEE**  
**AND**  
**THE KINGSPORT CHAMBER FOUNDATION, INC.**  
**“MOVE TO KINGSPORT PROGRAM”**

THIS AGREEMENT made and entered into as of the 1st day of July, 2020, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "CHAMBER".

**W I T N E S S E T H:**

WHEREAS, CHAMBER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort to enhance current efforts and to actively recruit residents of quality to Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for residential recruitment support and CITY has requested that CHAMBER be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**I. TERM.**

The term for this Agreement is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to CHAMBER can be used to reimburse CHAMBER for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses

incurred after June 30, 2021.

## **II. SCOPE OF WORK.**

- A. The scope of work for this Agreement will be to assist in the enhancement and formulation of the Chamber's program of processing relocation inquiries and relocation recruiting as a non-traditional form of economic development.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by CHAMBER with input from CITY and other members of the community.
- C. CHAMBER will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Accordingly the CHAMBER agrees:
  1. Establish and continue on with a Program Council consisting of representatives of the City, Chamber, NETWORKS, Real Estate professionals and others. The responsibilities of this Council are as advisory and oversight. The Chair of said Council will serve as a Vice President on the Board of Directors of the Chamber; and
  2. To maintain the necessary support staff to provide logistical support and advice to the Kingsport Residential Recruitment program; and
  3. To provide some or all of the following, as needed:
    - Maintain a dedicated internet web site (movetokingsport.com) to recruit people to move to Kingsport.
    - Establish and implement a marketing plan to promote said web site.
    - Enhance, expand and synergize existing materials used to respond to relocation inquiries, including a 4-color relocation guide to Kingsport, movetokingsport.com information, Kingsport map, real estate information, employment information and other community information.
    - Coordinate and assist with NETWORKS in their link to the state of Tennessee's Recruitment Co Op, American Association of Retirement Communities' membership and other related efforts.
    - Continue the employer assistance program in recruiting professionals to live and work in Kingsport.

### **III. MONITORING AND REPORTING REQUIREMENTS.**

CHAMBER will provide CITY with annual written reports delivered by the third Monday in February where CHAMBER will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the report and present an update. The report will detail the efforts taken by CHAMBER toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, CHAMBER will assess the impact its efforts have had on residential recruitment, and will annually report on the measures in the Appendix of this Agreement.

### **IV. COMPENSATION.**

A. CITY will pay CHAMBER TWENTY THREE THOUSAND FIVE HUNDRED and NO DOLLARS (\$23,500.00) for the term of this agreement for services provided as described in Section II Scope of Work.

B. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.

C. CHAMBER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. §6-56-105. CHAMBER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CHAMBER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

D. CHAMBER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CHAMBER further agrees to submit to CITY a copy of its most recent audited report

at the same time said report is submitted to the State.

**V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

The CHAMBER will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. CHAMBER will not assign any rights to funds provided herein without the prior written authorization of the CITY.

**VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

CHAMBER will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

**VII. STAFFING.**

- A. CHAMBER will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, CHAMBER will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

**VIII. TERMINATION**

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, CHAMBER will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed TWENTY THREE THOUSAND FIVE HUNDRED and NO DOLLARS (\$23,500.00).

**IX. EXTENSION OF AGREEMENT.**

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

**X. OPERATING INFORMATION.**

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. CHAMBER designates the Corporate Secretary as its representative for this Agreement. CHAMBER will provide any relevant information requested by CITY concerning the small business program of CHAMBER, including, but not limited to contracts for third party financial arrangements, annual financial statements,

and audit reports, schedules and fees.

**XI. CITY-DESIGNATED REPRESENTATIVES.**

The City Manager will serve as the CITY representative on the Board of CHAMBER, and will be entitled to attend all meetings of CHAMBER, and participate on all issues before the Board.

**XII. ASSURANCES.**

CHAMBER hereby assures CITY that CHAMBER is legally entitled to funds from CITY.

**XIII. INDEPENDENT CONTRACTOR.** CHAMBER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CHAMBER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CHAMBER nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CHAMBER, or their employees or agents.

**XIV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CHAMBER will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CHAMBER'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of CHAMBER and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CHAMBER and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION, INC.**

---

MILES BURDINE

President and CEO

**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

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City Recorder

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PATRICK W. SHULL  
Mayor

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY  
City Attorney



## **APPENDIX**

### **PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA CHAMBER OF COMMERCE, INC. FOR THE MOVE TO KINGSPORT PROGRAM**

#### **MEASURES**

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of relocation requests received and served by the Chamber:  
(CY 2015)- 2,824  
Source: Annual survey of prospects
2. Number of “unique visitors” on the movetokingsport.com web site:  
(CY 2015)- 12,487  
Source: Annual survey of prospects
3. Number of newcomers as evidenced by water taps:  
(FY 2015) - 192  
Source: Finance Department

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**THE KINGSFORT CHAMBER FOUNDATION**  
**“SMALL BUSINESS DEVELOPMENT**  
**AND ENTREPRENEURSHIP PROGRAM**

THIS AGREEMENT made and entered into as of the 1st day of July, 2020, by the City of Kingsport, hereinafter called "CITY", and the Kingsport Chamber Foundation, Inc., hereinafter called "FOUNDATION".

**W I T N E S S E T H:**

WHEREAS, FOUNDATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for the purpose contained herein; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organizations, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, the parties desire to work together in the common effort of actively assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport; and

WHEREAS, CITY has decided to contract with and provide financial resources to an outside entity for small business development support and CITY has requested that FOUNDATION be that outside entity pursuant to said state law which CITY has approved; and

WHEREAS, the FOUNDATION is willing to create the Office of Small Business Development and Entrepreneurship; and

WHEREAS, the parties desire to set forth the responsibilities and obligations of the parties in this effort and the terms and conditions with respect to the use of funds provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

## **I. TERM.**

The term for this Agreement is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to FOUNDATION can be used to reimburse FOUNDATION for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.

## **II. SCOPE OF WORK.**

- A. The scope of work for this Agreement will be to assist in the establishment of new small businesses and the growth and development of existing small businesses in Kingsport through the creation of the Office of Small Business Development and Entrepreneurship. Notwithstanding anything in this agreement to the contrary, all funds provided by the CITY under this agreement will be used only to accomplish the purposes set forth in this Section II.
- B. Except as otherwise specified in this Agreement, the specific strategies, plans and efforts to provide such services will be determined and implemented by FOUNDATION with input from CITY and other members of the small business community.
- C. FOUNDATION will seek to accomplish the items listed below and positively affect the measures described in the Appendix. It is understood that unusual circumstances affecting the economy may impact the achievement of these items.
- D. The parties may make changes as mutually agreed upon in the scope of the work of this Agreement. Such changes will be incorporated in written amendments to this Agreement.
- E. Under separate agreement, FOUNDATION may manage the small business incubator program.
- F. The parties agree to jointly establish the criteria, qualifications, and job description for the fulltime small business development professional contemplated to be hired by FOUNDATION pursuant to this Agreement. Accordingly the FOUNDATION agrees:
  - 1. To employ an executive director of the Office of Small Business Development and Entrepreneurship and an Administrative Assistant meeting the criteria for and qualifications established, in conjunction with CITY and implementing the job description agreed to by the parties; and
  - 2. To maintain the necessary support staff to provide logistical support and advice to

the executive director of the Office of Small Business Development and Entrepreneurship; and

3. To provide some or all of the following, as needed:

- Establish an education course in entrepreneurship—"School of Entrepreneurship-Small Business University" . . .Celebrate both success and failure to encourage risk taking
- Establish a pool of funds (loans, grants, venture capital)
- Expand the Business Advisory Panel. Make it available to more businesses. (Make it mandatory for those who receive a loan, grant, venture capital)
- Establish incentives program
- Continue seminars & training opportunities
- Live Here. Play Here. Shop Here. Dine Here. "Shop Here First Program"
- Establish a database of goods and services available and / or needed locally—Business-to-Business
- Create an environment that makes Kingsport the location of choice for healthcare providers
- Link to Holston Business Development Center
- Link to FOUNDATION networking opportunities
- Link to local business parks and retail/commercial locations
- Link to KHRA for redevelopment opportunities
- Link to developers
- Link to government agencies (especially city)
- Link to KEDP
- Solicit and address concerns/problems from existing businesses. Use a combination of BMA member, business leader, city staff and executive director of the Office of Small Business Development
- Maintain a working knowledge of available state / federal programs that can assist small business
- Link to grant writers as appropriate (Critical for technology-based businesses)
- Link to Sullivan County Economic Development Partnership
- Link to tourism (KCVB & NETTA)
- Link to First Tennessee Development District
- Link to Northeast Tennessee Tech Council
- Recruit people to start businesses in Kingsport (Local, national & international)
- Create positive attitude for doing business in Kingsport
- Continue lobbying local, state & federal officials for the benefit of small business
- Develop program for employee recruiters (Program will be similar to one developed for physicians)
- Continue *Kingsport Times-News* Small Business Start-up Contest
- Emphasize Ribbon Cuttings / Groundbreakings

- Expand program that helps businesses recruit key employees

### **III. MONITORING AND REPORTING REQUIREMENTS.**

FOUNDATION will provide CITY with quarterly written reports due on or before the third Monday of September, December, March and June. On the third Monday in September and the third Monday in March FOUNDATION will appear at the regularly scheduled work session of the Board of Mayor and Aldermen to review the reports and present an update. The report will detail the efforts taken by FOUNDATION toward accomplishment of the items listed in Section II, as well as a statement of other efforts and accomplishments within the scope of the Agreement not specifically included in Section II. Within the same report, FOUNDATION will assess the impact its efforts have had on small business growth and development, and will annually report on the measures in the Appendix of this Agreement.

### **IV. COMPENSATION.**

- A. CITY will pay FOUNDATION NINETY FOUR THOUSAND and NO/100 Dollars (\$94,000.00) annually for services provided under this Agreement as described in Section II Scope of Work.
- B. CITY will pay the FOUNDATION Twenty Three Thousand and Five Hundred Dollars and NO/100 (\$23,500.00) on July 1, 2020 and payments of Twenty Three Thousand and Five Hundred Dollars and NO/100 (\$23,500.00) on October 1, 2020, January 1, 2021, and April 1, 2021, provided the agreement is not otherwise terminated.
- C. FOUNDATION will be responsible for raising an additional amount of at least Twenty-Five Thousand and NO/100 to Fifty Thousand and NO/100 (\$25,000-\$50,000) dollars from sources other than CITY to fund the balance of this program. FOUNDATION will send CITY reports of the actual net operating cost on a quarterly basis at the same time the reports required in Section III are issued. The reports will be provided in a format that is generally compatible with quarterly budget line item reports used by city departments. FOUNDATION will also provide some in kind contributions including work from members of the staff of FOUNDATION to assist the small business growth and development efforts from time to time and in meeting the performance initiatives contained this Agreement.
- D. CITY will review all quarterly reports; however, reimbursement of any cost pursuant to this Section will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
- E. FOUNDATION prior to receiving funds pursuant to this Agreement it must file with

the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

- (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
- (B) A description of the program that serves the residents of the municipality; and
- (C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. FOUNDATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of FOUNDATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

F. FOUNDATION will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. FOUNDATION further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State.

## **V. ASSIGNMENT, SUBCONTRACTING OR ACQUISITION OF CONSULTANTS.**

The FOUNDATION will not assign or subcontract any portion of this Agreement without the prior written approval of the CITY. FOUNDATION will not assign any rights to funds provided herein without the prior written authorization of the CITY.

## **VI. CHANGED CONDITIONS AFFECTING PERFORMANCE.**

FOUNDATION will immediately notify CITY of any change in conditions or of any other event that may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

## **VII. STAFFING.**

- A. FOUNDATION will pay its employees under this Agreement at least the Federal Minimum Wage.
- B. In carrying out the work of this Agreement, FOUNDATION will not discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, age, disability or any other legally protected status.

## **VIII. TERMINATION**

This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination, FOUNDATION will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed NINETY FOUR THOUSAND and NO/100 Dollars (\$94,000.00).

## **IX. EXTENSION OF AGREEMENT.**

The parties may extend this Agreement for subsequent years subject to any applicable negotiated changes.

## **X. OPERATING INFORMATION.**

The parties agree to respond to inquiries made by designated representatives of the parties or their designees in a timely fashion. CITY designates the City Manager as its representative for this Agreement. FOUNDATION designates the Corporate Secretary as its representative for this Agreement. FOUNDATION will provide any relevant information requested by CITY concerning the small business program of FOUNDATION, including, but not limited to contracts for third party financial arrangements, annual financial statements, and audit reports, schedules and fees.

## **XI. CITY-DESIGNATED REPRESENTATIVES.**

The City Manager will serve as the CITY representative on the Board of FOUNDATION, and will be entitled to attend all meetings of FOUNDATION, and participate on all issues before the Board.

## **XII. ASSURANCES.**

FOUNDATION hereby assures CITY that FOUNDATION is legally entitled to funds from CITY.

## **XIII. REPORTING.**

FOUNDATION will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to FOUNDATION assist in carrying out the purpose of the project as described under the terms of this Agreement.

## **XIV. INDEPENDENT CONTRACTOR.** FOUNDATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create

a partnership, joint venture or employer-employee relationship. FOUNDATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither FOUNDATION nor their employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by FOUNDATION, or their employees or agents.

**XV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

FOUNDATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with FOUNDATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of FOUNDATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to FOUNDATION and their officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the parties have set their hand to this Agreement in duplicate originals effective the date first above written.

**KINGSPORT CHAMBER FOUNDATION,  
INC.,**

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MILES BURDINE  
Secretary

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AUNDREA WILCOX  
Executive Director, Kingsport Office of  
Small Business Development &  
Entrepreneurship



**CITY OF KINGSPORT, TENNESSEE**

ATTEST:

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SIDNEY H. COX  
City Recorder

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PATRICK W. SHULL  
Mayor

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, City Attorney

**APPENDIX**

PERFORMANCE MEASURES FOR AGREEMENT BY THE CITY OF KINGSPORT, TENNESSEE, AND THE GREATER KINGSPORT AREA FOUNDATION OF COMMERCE, INC. FOR THE SMALL BUSINESS DEVELOPMENT AND ENTREPRENEURSHIP PROGRAM

**MEASURES**

In order to assess the impact of this Agreement, some basic measures are needed. The following measures have been chosen to help assess the impact of this venture on small business growth and development in Kingsport and will be tracked each year by the parties for that purpose.

1. Number of start-ups assisted: 103  
Source: Prospect Management
2. Total employment of assisted start-ups: 555  
Source: Annual survey of prospects
3. Announced Capital Investment: \$1,869,000  
Source: Annual survey of prospects
4. Survival Rate: 10%  
Source: Annual survey of prospects
5. Jobs Creation: 180  
Source: Annual survey of prospects
6. Number of Businesses using Advisory Panel: 141  
Source: Annual survey of prospects

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF KINGSFORT, TENNESSEE**  
**AND**  
**HEALTHY KINGSFORT**

THIS AGREEMENT made and entered into as of this 1st day of July, 2020, by and between the City of Kingsport, hereinafter called "CITY", and the Healthy Kingsport, hereinafter called "HEALTHY KINGSFORT".

**WITNESSETH:**

WHEREAS, HEALTHY KINGSFORT is a non-profit charitable organization as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, HEALTHY KINGSFORT will receive financial assistance from the CITY; and

WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

- 1. PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to assist HEALTHY KINGSFORT with funds and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by HEALTHY KINGSFORT.
- 2. DESCRIPTION OF THE PROJECT.**

HEALTHY KINGSFORT will work to develop and promote programs designed to promote positive health outcomes and provide information to improve the health for the citizens of Kingsport. HEALTHY KINGSFORT will provide reports on its implementation and progress of the project when and in the format requested by the city.
- 3. MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to HEALTHY KINGSFORT under this Agreement will not exceed FOURTY THOUSAND DOLLARS (\$40,000).

4. **REQUEST FOR REIMBURSEMENT.** HEALTHY KINGSPORT will bill CITY for payment of funds after July 1, 2019, using forms and procedures specified by CITY.
5. **REIMBURSEMENT BY CITY.** CITY will review all billing submitted, however, reimbursement of any cost, not to exceed the amount as shown in paragraph 3, will not constitute a final determination by CITY of the allowability of such costs and will not constitute a waiver of any violation of the terms of the Agreement.
6. **AUDITS.** HEALTHY KINGSPORT prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:
  - (A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;
  - (B) A description of the program that serves the residents of the municipality; and
  - (C) The proposed use of the municipal assistance.The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office. Financial reports shall be available to fiscal officers of the CITY and shall be subject to audit under T.C.A. § 6-56-105. HEALTHY KINGSPORT will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of HEALTHY KINGSPORT with regard to the project. Such records will be retained for this purpose for a period of not less than three years.
7. **ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.** HEALTHY KINGSPORT will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. HEALTHY KINGSPORT further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State government.
8. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.
9. **ASSIGNMENT AND SUBLETTING.** HEALTHY KINGSPORT will not assign any rights to funds, except as set forth herein, without prior written authorization from CITY.
10. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of such termination HEALTHY KINGSPORT will be entitled to receive just and equitable compensation for any eligible operating expenses paid or incurred as of the termination date, but in no event will this amount exceed FOURTY THOUSAND DOLLARS (\$40,000).

11. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** HEALTHY KINGSPORT will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
12. **ASSURANCES.** HEALTHY KINGSPORT hereby assures CITY that HEALTHY KINGSPORT is legally entitled to funds from CITY.
13. **OPERATING INFORMATION.** HEALTHY KINGSPORT will provide any relevant information requested by CITY concerning HEALTHY KINGSPORT's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.
14. **PROJECT TERM.** CITY and HEALTHY KINGSPORT have previously agreed that the project term for this contract is from July 1, 2020 to June 30, 2021. Accordingly, funds allocated by CITY to HEALTHY KINGSPORT can be used to reimburse HEALTHY KINGSPORT for eligible project expenses beginning on July 1, 2020. In no event will CITY participate in project expenses incurred after June 30, 2021.
15. **REPORTING.** HEALTHY KINGSPORT will submit to the Board of Mayor and Aldermen a bi-annual report setting out how funds allocated by CITY to HEALTHY KINGSPORT assist in carrying out the purpose of the project as described under the terms of this Agreement.
16. **INDEPENDENT CONTRACTOR.** HEALTHY KINGSPORT'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. HEALTHY KINGSPORT is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither HEALTHY KINGSPORT nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by HEALTHY KINGSPORT, or its employees or agents.
17. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** HEALTHY KINGSPORT will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with HEALTHY KINGSPORT 'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of HEALTHY KINGSPORT and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to HEALTHY KINGSPORT and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

**HEALTHY KINGSPORT**

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Chief Financial Officer

**CITY OF KINGSPORT**

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PATRICK W. SHULL  
Mayor

ATTEST:

APPROVED AS TO FORM:

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SIDNEY H. COX  
City Recorder

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J. MICHAEL BILLINGSLEY  
City Attorney



## AGENDA ACTION FORM

### Memorandum of Understanding between the City of Kingsport and KHRA for Assistance with the CDBG Program

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

Action Form No.: AF-147-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Jessica Harmon  
 Presentation By: Chris McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

The City of Kingsport has asked the Kingsport Housing and Redevelopment Authority (KHRA) to assist in the administration of the Community Development Block Grant (CDBG) Program. Ken Weems, Planning Manager, will serve as the Local Administrator for the program and KHRA's role will be to assist in management of the program. KHRA has working knowledge of compliance with the applicable federal regulations and an established relationship with The Department of Housing and Urban Development.

The MOU outlines a cost sharing agreement of 65% (KHRA) and 35% (City) which is funded through the annual allocation of CDBG funding dedicated specifically to administrative costs.

Performance will begin immediately from the date of execution of the MOU until July 1, 2020 and will be automatically renewed from year to year until either party decides to terminate the memorandum. The MOU was approved by the KHRA Board at their May 20, 2020 meeting.

#### Attachments:

1. Resolution w/ Memorandum of Understanding

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

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

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY TO ASSIST WITH THE KINGSPORT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city has asked the Kingsport Housing and Redevelopment Authority (KHRA) to assist in the administration of the Community Development Block Grant (CDBG) Program; and

WHEREAS, KHRA's role will be to assist in management of the program, as it has working knowledge of compliance with the applicable federal regulations and an established relationship with the Department of Housing and Urban Development; and

WHEREAS, the Memorandum of Understanding outlines a cost sharing agreement of 65% (KHRA) and 35% (city) that is funded through the annual allocation of CDBG funding dedicated specifically to administrative costs; and

WHEREAS, the Memorandum of Understanding will begin immediately from the date of execution of the Memorandum of Understanding until July 1, 2020, and it will automatically renew from year to year until either party decides to terminate the Memorandum of Understanding.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with the Kingsport Housing & Redevelopment Authority regarding the Kingsport Community Development Block Grant Program, 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 Memorandum of Understanding with the Kingsport Housing & Redevelopment Authority regarding the Kingsport Community Development Block Grant Program and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Memorandum of Understanding or this resolution, said Memorandum of Understanding being as follows:

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between The City of Kingsport, Tennessee (the "City") and the Kingsport Housing & Redevelopment Authority ("KHRA") (the City or KHRA may hereinafter be referred to singularly as "Party" and collectively referred to as the "Parties").

A. PURPOSE

The Parties intend for KHRA to assist the City in administering Kingsport's Community Development Block Grant Program (the "Program"). The following are understandings and expectations between KHRA and the City about the effects and requirements of administering the Program.

**B. UNDERSTANDINGS OF KHRA**

KHRA understands that the administrative responsibilities delegated to KHRA would primarily be to assist in managing the funds received by the Program under federal grants for use in the HOME Consortium, Home Repair Program, and other activities as needed or required by the Program.

KHRA understands that Ken Weems, a Planning Manager employed by the City, will serve as the Local Administrator for the Program (the "Local Administrator"), and that KHRA's role will be to assist the Local Administrator in managing the Program. The assistance provided by KHRA will primarily consist of advising the Local Administrator of the best processes and procedures needed to manage the Program and how to effectively spend the grant moneys received by the Program to achieve the Program's goals. As a natural subset of its administrative role, KHRA will also provide advice, to the best of KHRA's ability, to help ensure that the Program remain in compliance with applicable federal HUD regulations.

**C. UNDERSTANDINGS OF THE CITY**

The City understands and agrees that in exchange for the administrative responsibilities provided by KHRA, KHRA will receive sixty five percent (65%) of the maximum administrative fee allowed pursuant to Program regulations. The City shall retain the remaining thirty five percent (35%) of the administrative fee. KHRA shall pay its overhead and ordinary out of pocket expenses related to its administrative and advisory role from its portion of the administrative fee. However, extraordinary out of pocket expenses may be paid from other Program funds upon agreement of the City and KHRA and as permitted by Program guidelines. KHRA's portion of the administrative fee will be invoiced by KHRA to the City no more frequently than quarterly and shall be paid by the City to KHRA within 60 days of its receipt or upon such other schedule as required by Program regulations.

**D. ORIGINAL TERM, RENEWAL, AMENDMENT AND TERMINATION**

The Parties agree that they will immediately begin performance under this Memorandum from the date of execution until July 1, 2020 (the "Original Term"). Upon the expiration of the Original Term (and each subsequent term), this Memorandum will be automatically renewed from year to year. This Memorandum may be amended in writing signed by City and KHRA as necessary to clarify future responsibilities and expectations for each party. At any time, either Party may terminate the understandings and agreements contained within this Memorandum, with or without cause, upon 30 days written notice to the other Party.

[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 Memorandum of Understanding set out herein that do not substantially alter the material provisions of the Memorandum of Understanding, 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 June, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY





## AGENDA ACTION FORM

### **Purchase of Chromebooks from FireFly Computers for 6th and 9th Grade Students in the Kingsport City School System**

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

Action Form No.: AF-139-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Committee  
 Presentation By: D. Frye, T. Robinson

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Kingsport City Schools recommend purchasing 1,300 Lenovo 100e Chromebooks in FY21 for 6th and 9th grade students in the Kingsport City School system at \$288.95 each for a total cost of \$375,635.00.

The pricing offered is based upon the contract award to FireFly Computers through the National Cooperative Purchasing Alliance (NCPA) Contract 01-43. NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

With NCPA, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from NCPA have been competitively solicited by a lead agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will come from account number 141-7161-711.07-22 (FY21)

#### **Attachments:**

1. Resolution
2. Recommendation/Quote

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS FOR  
1,300 LENOVO 100e CHROMEBOOKS FOR USE BY STUDENTS  
AT KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City School administration recommends the purchase of 1,300 Lenovo 100e Chromebooks for the FY21, 6<sup>th</sup> and 9<sup>th</sup> grade students in the Kingsport City School system; and

WHEREAS, the cost for each Chromebook is \$288.95, for a total cost of \$375,635.00; and

WHEREAS, the city is a member National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, FireFly Computers has a contract with NCPA; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to FireFly Computers, in the amount of \$375,635.00; and

WHEREAS, funding for this equipment is available in schools account number 141-7161-711-07-22.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to FireFly Computers, for the purchase of 1,300 Lenovo 100e Chromebooks for use by Kingsport City Schools in the amount of \$375,635.00.

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: Tony Robinson, Chief Technology Officer

DATE: May 26, 2020

SUBJECT: FY21 Chromebook 1:1 Device Purchase

Quotes were requested from four (4) computer vendors to compare pricing for Chromebook devices for sixth and ninth grade students utilizing the KCS budget. Approximately 1,300 devices will be purchased for the 1:1 computer program.

It is recommended that the Board of Education approve the purchase of the Lenovo 100e Chromebooks as the device chosen for the program. The laptops will be purchased utilizing the National Cooperative Purchasing Alliance (NCPA) (Contract 01-43). through FireFly Computers as the partner vendor. The Chromebook will cost \$288.95, which includes the computer, Chrome license, and service fees for a total cost of \$375,635.00. This purchase will be made with FY2021 funds.

Vendor	Model	Total Unit Cost	Total Cost
Firefly	Lenovo 100e	\$288.95	\$375,635.00
Insight	Lenovo 100e	\$292.33	\$380,029.00
CDW-G	Lenovo 100e	\$319.50	\$415,350.00
Tierney	Lenovo 100e	\$326.75	\$424,775.00

\*\* 1,300 total devices



## AGENDA ACTION FORM

### Purchase of Replacement Computers from Dell, Inc. for Teachers in the Kingsport City School System

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

Action Form No.: AF-140-2020  
Work Session: June 1, 2020  
First Reading: N/A

Final Adoption: June 2, 2020  
Staff Work By: Committee  
Presentation By: D. Frye, T. Robinson

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Kingsport City Schools recommend purchasing (100) Dell Latitude 550 laptops in FY20 for Teachers in the Kingsport City School system at \$1,174.92 each for a total cost of \$117,492.00.

Kingsport City Schools received (3) Quotes that are based on cooperative agreements or contracts from other local school systems. The lowest quote received (\$1,174.92) was from Dell, Inc. who holds a contract# (C000000381302) with Wilson County School District for computers and associated devices. The contract permits other state and local governments, including school districts to purchase under the agreement.

The Board of Education approved this purchase on May 26, 2020. It is now recommended that the Board of Mayor and Aldermen approve the resolution authorizing the purchase of (100) Dell Latitude 550 laptops with FY20 Funds for \$117,492.00.

Funding will come from account number 141-7161-711.07-22 (FY20).

#### Attachments:

1. Resolution
2. Recommendation/Quote

Funding source appropriate and funds are available: *Jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO DELL, INC. FOR 100 DELL  
LATITUDE 550 LAPTOPS FOR USE BY TEACHERS AT  
KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City School administration recommends the purchase of 100 Dell Latitude 550 Laptops to replace teacher devices in the Kingsport City School system; and

WHEREAS, the cost is \$1,174.92 for each Dell Latitude 550 for a total cost of \$117,492.00; and

WHEREAS, T.C.A. Section 12-3-1203 authorizes in-state "piggyback" contracts whereby local governments in Tennessee may purchase supplies, goods, equipment and services under the same terms as a legal bid initiated by any other city, county, utility district, or other local government unit in Tennessee; and

WHEREAS, Dell, Inc. currently has a contract (#C000000381302) with the Wilson County School District; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to Dell, Inc., in the amount of \$117,492.00; and

WHEREAS, funding for this equipment is available in schools account number 141-7161-711-07-22.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Dell, Inc., for the purchase of 100 Dell Latitude 550 laptops for use by Kingsport City Schools in the amount of \$117,492.00.

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: Tony Robinson, Chief Technology Officer

DATE: May 26, 2020

SUBJECT: Teacher Laptop Purchase

The FY20 Technology budget currently has funds to replace some of the older computers utilized by teachers. Quotes from (3) computer vendors which includes pricing based on procurement cooperative agreements or other bids from other state contracts. The quotes range in price from \$1,174.92 to \$1,571.85 per laptop and docking station. The total cost for 100 laptops, based on the low quote is \$117,492.00. The low quote was submitted by Dell, with pricing based on Contract# C000000381302.

It is recommended that the Board of Education approve a motion to issue a purchase order to Dell for the purchase of 100 laptops and docking stations for \$117,492.00. Funding for this purchase is available within the FY20 Technology budget.

Vendor	Model #	Device	Docking Station	Total Device	Total Cost
Dell	Dell Latitude 5500	\$1,003.93	\$170.99	\$1,174.92	\$117,492.00
CDW-G	Dell Latitude 5500	\$1,035.00	\$199.00	\$1,234.00	\$123,400.00
Insight	Dell Latitude 5500	\$1,391.00	\$180.85	\$1,571.85	\$157,185.00

\* Pricing to Purchase (100) Laptops and Docking Stations



## AGENDA ACTION FORM

### Issue a Blanket Order to Tennessee Book Company for FY21 Textbook Purchases

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

Action Form No.: AF-142-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured to ensure textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. All Textbook orders are entered on the Tennessee Book Company system for all grades. A Blanket Order will need to be issued for receiving and paying invoices for textbook orders. Approximately \$705,000.00 will be allocated for textbook purchases during FY 2021.

The Board of Education approved the recommendation on May 26, 2020. It is now recommended that the Board of Mayor and Aldermen approve the issuance of a Blanket Order to Tennessee Book Company for the not to exceed amount of \$705,000.00 to be utilized for processing payments for textbook purchases made in FY 2021.

Funding for FY21 textbook purchases will come from Various Textbook Budget Accounts Textbook (\$200,000.00) and from Cares Act Funds (\$505,000.00). See attached list of account numbers.

#### Attachments:

1. Resolution
2. Recommendation
3. List of Account Numbers

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE  
A BLANKET ORDER TO TENNESSEE BOOK COMPANY FOR  
FY21 TEXTBOOK PURCHASES FOR KINGSPORT CITY  
SCHOOLS

WHEREAS, Kingsport City Schools is recommending approval to issue a Blanket Order to Tennessee Book Company to process payments for FY21 textbook purchases; and

WHEREAS, the total Blanket Order amount to be issued to Tennessee Book Company is \$705,000.00; and

WHEREAS, funding for textbook purchases is available in the FY21 school budget (\$200,000.00) and Cares Act Funds (\$505,000.00), and various school account numbers.

Now therefore,

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

SECTION I. That the city manager is authorized to issue a Blanket Order to the Tennessee Book Company for textbook purchases for FY21 in the amount of \$705,000.00.

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY





**Michelle Ramey, CPPB**  
Asst. Procurement Manager

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2134  
f: (423) 378.2120

[vramey@k12k.com](mailto:vramey@k12k.com)  
[www.k12k.com](http://www.k12k.com)

## MEMORANDUM

**TO:** Board of Education / Board of Mayor and Aldermen  
**FROM:** Michelle Ramey, Asst. Procurement Manager  
**DATE:** 05.26.20  
**RE:** Blanket Order for Tennessee Book Company for Textbook Purchases FY2021

Recommendation: Approval to Issue a Blanket Order to Tennessee Book Company for FY2021 Textbook Purchases

It is the responsibility of the State Textbook Commission to recommend textbooks for adoption by the State Board of Education. This process is structured to ensure textbooks for all subjects are reviewed once every six years. Subjects are grouped into six groupings so that only one subject or group of subjects is reviewed every year. Local school systems must subsequently adopt books on the official list and provide them to their students. Tennessee Book Company is the official State of Tennessee school book depository/distributor. All Textbook orders are entered on the Tennessee Book Company system for all grades. A Blanket Order will need to be issued for receiving and paying invoices for textbook orders. Approximately \$705,000.00 will be allocated for textbook purchases during FY 2021.

It is recommended that the Board of Education approve the issuance of a Blanket Order to Tennessee Book Company for the not to exceed amount of \$705,000.00 to be utilized for processing payments for textbook purchases made in FY 2021.

Funding for textbook purchases will come from the General Purpose Textbook Budget (\$200,000.00) and from Cares Act Funds (\$505,000.00).



**Dr. Rhonda Stringham**  
Assistant Superintendent - Instruction

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2132  
f: (423) 378.2120

[rstringham@k12k.com](mailto:rstringham@k12k.com)  
[www.k12k.com](http://www.k12k.com)

May 8, 2020

Dr. J. Moorhouse,

A brief history of literacy materials in Kingsport City Schools.

- 2010 TN adopts Common Core State Standards (CCSS) as part of the *Race to the Top* federal funding grant application.
- 2012-2013 Materials adoption for English Language Arts (ELA) and Reading. This was a 2-year purchase cycle due to the typical expense and volume of materials. Districts purchased 6-12 Literature in 2012 and K-5 Reading in 2013. Textbook companies were still revising materials at this time to align with CCSS.
- 2014 Governor Bill Haslam authorizes a review of the Tennessee CCSS amidst political upheaval regarding federal overreach. This was also the first year that truly CCSS-aligned texts in reading or math became available for purchase.
- 2015 IDEA is reauthorized and renamed Every Student Succeeds Act (ESSA) requiring all states and districts receiving federal funding through Title **to address literacy specific inequities** within academic, social-emotional, behavioral, and instructional programs.
- 2016 Following a public two-year review and revision of the Tennessee standards, the new TN Academic Standards were approved (April 15, 2016). For Reading and ELA standards this included all new standards in listening and speaking because the new standards assume that all children enter Kindergarten ready to write words and sentences.
- June 2017 Teachers participate in a two-day crash course in the new standards. In the fall those standards are implemented with no new materials to support the new standards.
- 2018-2020 Kingsport City Schools followed the state textbook adoption process administered in accordance with the statutory requirements as set forth in Tennessee Code Annotated, Title 49, Chapter 6, Part 22 and the Rules and Policies of the State Textbook and Instructional Materials Quality Commission ([available here](#)).

Please see the information below regarding the purchase of Reading and English Language Arts materials pursuant to the regular state adoption cycle of every six (6) years. Guidance from TDOE now requires districts to purchase both Reading and ELA in just one year instead of two. The TDOE is also requiring districts to adopt one product instead of a blanket adoption, therefore if we do not adopt and purchase what the committee has chosen, defaulting to a less expensive vendor will not be an option and our children will receive no new materials.

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Grades	Publisher	Price/Student	# of Students	
K-2	Houghton Mifflin Harcourt (HMH) <i>Into Reading</i> w/Rigby Print & Digital	\$185.00	1658	\$306,730.00
3-5	Houghton Mifflin Harcourt (HMH) <i>Into Reading</i>  Print & Digital	\$135.00	1631	\$220,185.00
6	McGraw Hill <i>StudySync</i> Digital	\$90.00	609	\$54,810.00
6	McGraw Hill <i>StudySync</i> Class sets Print	\$65.00	7 classes X 35 books =245	\$15,925.00
7	McGraw Hill <i>StudySync</i> Digital	\$90.00	582	\$52,380.00
7	McGraw Hill <i>StudySync</i> Class sets Print	\$65.00	6 classes X 35 books =210	\$13,650.00
8	McGraw Hill <i>StudySync</i> Digital	\$90.00	588	\$52,920.00
8	McGraw Hill <i>StudySync</i> Class sets Print	\$65.00	6 classes X 35 books =210	\$13,650.00
	Total for Grades K - 5			\$526,915.00
	Total for Grades 6 - 8			\$203,335.00
			Total	\$730,250.00

**To Note:**

- Reading and English Language Arts Adoptions have been spread over a two (2) year cycle in the past. This is the first time in recent history that the TDOE has doubled these two very expensive adoptions into **one year** for districts to purchase.

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Instagram: KCS\_District

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- This one purchase will serve our district for at least six (6) years. **Keep in mind that the \$185.00 per Kindergarten child will actually serve SIX CHILDREN (one child per year). Therefore, \$185.00 divided by 6 equals \$30.83 per child/per year. \$30.83 is not too much to ask for quality materials to teach a child to read for a school year.**
- These materials afford our students both **PRINT and DIGITAL** options so that we can meet the needs of all students should another extended closure occur **regardless of the students' home connectivity.**
- These materials provide the systematic sequencing and vertical alignment necessary to support teachers in teaching the five (5) components of the *Science of Reading* and the other four (4) skills required for language development. The nine skills are letter knowledge, listening, phonemic awareness, phonics, decoding, fluency, comprehension, vocabulary, and written expression.
- Grades 9-12 will continue using previously purchased digital resources as they have had coursework digitally developed since KCS implemented digital and blended options in 2014.

#### **Purchasing Plan**

- Currently there are some unexpended funds remaining in FY20 accounts (C&I and Textbook) to begin purchasing these materials.
- FY21 contains approximately \$200,000 in state provided textbook funds. Plans to fund the remaining balance are to use part of the anticipated CARES Act Stimulus funds provided to strengthen learning going forward from the 2020 school year.

Respectfully Submitted,

*Rhonda Stringham*

## TN Book Company Blanket Order FY21 Textbook Accounts

		Account Number	Project Number	Amount
Adams	Textbooks	141-7112-711-0449	N/A	21,100
Jackson	Textbooks	141-7115-711-0449	N/A	17,500
Jefferson	Textbooks	141-7120-711-0449	N/A	20,400
Johnson	Textbooks	141-7125-711-0449	N/A	22,700
Kennedy	Textbooks	141-7130-711-0449	N/A	12,800
Lincoln	Textbooks	141-7135-711-0449	N/A	17,200
Roosevelt	Textbooks	141-7116-711-0449	N/A	12,300
Washington	Textbooks	141-7140-711-0449	N/A	20,300
Robinson	Textbooks	141-7105-711-0449	N/A	31,300
Sevier	Textbooks	141-7110-711-0449	N/A	24,400
Adams	Textbooks	142-7112-711-0449	CARE20	53,400
Jackson	Textbooks	142-7115-711-0449	CARE20	44,200
Jefferson	Textbooks	142-7120-711-0449	CARE20	51,400
Johnson	Textbooks	142-7125-711-0449	CARE20	57,200
Kennedy	Textbooks	142-7130-711-0449	CARE20	32,400
Lincoln	Textbooks	142-7135-711-0449	CARE20	43,400
Roosevelt	Textbooks	142-7116-711-0449	CARE20	31,200
Washington	Textbooks	142-7140-711-0449	CARE20	51,200
Robinson	Textbooks	142-7105-711-0449	CARE20	79,100
Sevier	Textbooks	142-7110-711-0449	CARE20	61,500
				705,000



## AGENDA ACTION FORM

### Award the Bid for One 72 Passenger School Bus to Central States Bus Sales

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

Action Form No.: AF-143-2020  
Work Session: June 1, 2020  
First Reading: N/A

Final Adoption: June 2, 2020  
Staff Work By: Committee  
Presentation By: Steve Hightower

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Bids were opened on April 8, 2020 for the purchase of one (1) 72 Passenger Type 'D' School Bus. The advertisement for the Invitation to Bid was published in the Kingsport Times News on March 18, 2020 and placed on our website for 21 calendar days. It is the recommendation of the committee to accept the compliant bid from Central States Bus Sales for one (1) Blue Bird bus and to accept Option A – Additional Hard Drive for the recording system needed on the bus.

\$106,498.00	Unit Price
add \$750.00	Option A - Additional Hard Drive for Recording System
\$107,248.00	Total Purchase Price

Funding is identified in Schools Accounts# 141-7250-831.07-29.

#### Attachments:

1. Resolution
2. Bid Minutes
3. Recommendation Memo
4. BOE Recommendation

Funding source appropriate and funds are available: *jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *CM*

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF  
ONE 72 PASSENGER SCHOOL BUS TO CENTRAL STATES BUS  
SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened April 8, 2020, for the purchase of one (1) 72 passenger type 'D' school bus, for the Kingsport City Schools; and

WHEREAS, the city accepted Option A - Additional Hard Drive for Recording System, for an additional amount of \$750.00 to be added to the total; and

WHEREAS, upon review of the bids, the board finds Central States Bus Sales. 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 purchase one (1) Blue Bird 72 passenger type 'D' school bus, with option A - Additional Hard Drive for Recording System for the bus, from Central States Bus Sales, at a total purchase cost of \$107,248.00, which includes the option addition of \$750.00; and

WHEREAS, funding is identified in account # 141-7250-831.07-29

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) Blue Bird 72 passenger type 'D' school bus, with Option A - Additional Hard Drive for the Recording System for the bus, at a total purchase cost of \$107,248.00, is awarded to Central States Bus Sales, and the city manager is authorized to execute a purchase order for the same.

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES  
BID OPENING  
April 8, 2020  
4:00 P.M.

Present: Brent Morelock, Procurement Manager; and Michelle Ramey, Assistant Procurement Manager (Schools)

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

The Procurement Manager opened with the following bids:

72 PASSENGER SCHOOL BUS				
Vendor:	Qty.:	Unit Cost:	Option A:	Make/Model/Comments:
Central States Bus Sales	1	\$106,498.00	\$750.00	Blue Bird
Mid-South Bus Center	1	\$105,989.00	\$2,230.00	Thomas Saf-T Liner EFX1318S

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





**FLEET MAINTENANCE DEPARTMENT**  
**City of Kingsport, Tennessee**

**To:** Michelle Ramey, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
Tommy Starnes, Schools Transportation Director  
**Date:** April 15, 2020  
**Re:** 72 Passenger School Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the “Bluebird” 72 passenger bus (\$106,498) from the following vendor and to accept Option A – Additional Items (\$750) for the recording system items needed on the bus for the total purchase price of \$107,248.

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Award to Vendor</b>	<b>Fuel Economy</b>
1	1	72 Passenger School Bus	Central States Bus Sales	7 City/ 8 Hwy

**Low Compliant Bidder**

The bid offering of Central States Bus Sales is compliant to all the minimum specification requirements outlined in the bid document for this Schools purchase.

The bid offerings were reviewed with the Schools Transportation Director, Tommy Starnes, who is in agreement with this recommendation. Mr. Starnes’s email confirming agreement is attached.

**This unit will be a Fleet Addition**

Delivery and Compliance to Specifications expectations have been added to insure prompt delivery of any vehicle or piece of equipment purchased by the City of Kingsport. Failure of the awarded vendor to deliver on time or correct pre acceptance inspection deficiencies within the allotted time results in a monetary penalty assessed on a daily basis. This process will insure the departments receive their replacement units in a timely manner. Specified time allotted for delivery is 150 - 180 days after notification with 15 days to correct inspection deficiencies after delivery inspection and a \$50 dollar a day penalty assessed for non-compliance.

**Fuel Economy Improvement**

0%

No fuel economy improvements noted because this unit is an addition to the fleet.

**Trade In**

1. Trade in(s):
  - a. N/A

**Origin/ Dealer Information**

2. New Unit(s) Origin of Manufacture:
  - a. Bus – Fort Valley, Georgia
    - i. 67 % Domestic/ 33 % Foreign Materials
3. New Unit(s) Purchase Dealer:
  - a. Bus – Central States Bus Sales – Lebanon, TN.

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



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Picture is for demonstration purposes only and does not reflect the actual unit(s) being purchased.

**From:** Albert Starnes [mailto:tstarnes@k12k.com]  
**Sent:** Wednesday, April 15, 2020 10:30 AM  
**To:** Hightower, Steve <SteveHightower@KingsportTN.gov>  
**Subject:** bid

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Hightower,  
I have looked over and approve the bid for the new full sized school bus.  
Thank's,

**Tommy Starnes**  
**Kingsport City Schools**  
**Transportation Supervisor**  
**423-392-4416**  
[tstarnes@k12k.com](mailto:tstarnes@k12k.com)

MEMORANDUM

TO: Board of Education and the Board of Mayor and Aldermen

FROM: David Frye , Director of Finance

DATE: May 12, 2020

SUBJECT: Additional 72 Passenger School Bus Bud

City of Kingsport for its Kingsport City Schools accepted bids to purchase an additional 72 passenger school bus. Two vendors, Mid-South Bus Sales and Central States Bus Sales, submitted bids for consideration.

The lowest compliant bid was submitted by Central States Bus Sales for: (1) Bluebird, 72 passenger bus (\$106,498) and Option A – Additional Items (\$750) for the recording system for a Total Bid Cost of \$107,248.00

It is recommended by the City of Kingsport Fleet Manager to purchase these additional bus as bid by Central States Bus Sales.

It is recommended that the Board of Education to approve the award for one 72 Passenger Bus to Central States Bus Sales for \$107,248.00.



## AGENDA ACTION FORM

### **Purchase of Replacement Computers from Dell, Inc. for the School Nutrition Services Program**

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

Action Form No.: AF-141-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Committee  
 Presentation By: D. Frye, T. Robinson

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

Kingsport School Nutrition Services recommends purchasing 5) replacement computer devices for the School Nutrition Services Program in the Kingsport City School system for a total cost of \$50,647.37.

Kingsport City Schools received (3) Quotes based on cooperative agreements or contracts from other local school systems. The lowest quote received (\$50,647.37) was from Dell, Inc. who holds a contract# (C000000381302) with Wilson County School District for computers and associated devices. The contract permits other state and local governments, including school districts to purchase under the agreement. T.C.A. Section 12-3-1203 authorizes in-state "piggyback" contracts whereby local governments in Tennessee may purchase supplies, goods, equipment and services under the same terms as a legal bid initiated by any other city, county, utility district, or other local government unit in Tennessee.

The Board of Education approved this purchase on May 26, 2020. It is now recommended that the Board of Mayor and Aldermen approve the resolution authorizing the purchase of (52) replacement computer devices from Dell, Inc. with FY20 Funds for \$50,647.37.

Funding will come from School Nutrition Services account numbers (FY20) See attached List of Accounts.

#### **Attachments:**

1. Resolution
2. Recommendation
3. Accounts List FY20

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE ORDER TO DELL, INC. FOR 52 DELL  
REPLACEMENT COMPUTERS FOR SCHOOL NUTRITION  
SERVICES PROGRAM AT KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City School administration recommends the purchase of 52 Dell replacement computer devices for School Nutrition Services in the Kingsport City School system; and

WHEREAS, the total cost for 52 Dell replacement computers is \$50,647.37; and

WHEREAS, T.C.A. Section 12-3-1203 authorizes in-state "piggyback" contracts whereby local governments in Tennessee may purchase supplies, goods, equipment and services under the same terms as a legal bid initiated by any other city, county, utility district, or other local government unit in Tennessee; and

WHEREAS, Dell, Inc. currently has a contract (#C000000381302) with the Wilson County School District; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to Dell, Inc., in the amount of \$50,647.37; and

WHEREAS, funding for this equipment is available in various School Nutrition Services budget accounts.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Dell, Inc., for the purchase of 52 Dell replacement computer devices for School Nutrition Services Program in Kingsport City Schools for the total amount of \$50,647.37.

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 June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David J. Frye, Chief Finance Officer

DATE: May 26, 2020

SUBJECT: SNS Computer Replacement Purchase FY20

The School Nutrition Services has funds in the FY20 budget to replace computers used in school cafeterias throughout the school system. Quotes were requested from (3) vendors for price comparison. The pricing provided was based on national procurement cooperative agreements or state contracts that have completed the bid process. The quotes range in price from \$50,647.37 to \$72,125.28. The total cost for 52 devices, based on the lowest quote submitted by Dell is \$50,647.37 with pricing from the Wilson County Contract# C000000381302.

It is recommended that the Board of Education approve the purchase of 52 devices from Dell for a total cost of \$50,647.37. Funding for this purchase is will come from the FY20 School Nutrition Services budget.

Vendor	(43) Optiplex 7070 SFF	(3) TS Precision 3540	(2) Precision 3540	(4) Latitude 7200 Tablet w/ keyboard	Total Cost
Dell	\$945.59	\$1,057.88	\$998.50	\$1,204.09	\$50,647.37
Insight	\$1,367.07	\$1,262.43	\$1,242.15	\$1,767.42	\$72,125.28
CDW-G	\$1,500.00	\$1,250.00	\$1,150.00	\$1,899.00	\$78,146.00

**School Nutrition Replacement Computer Purchase**  
**Accounts List FY20**

	Account Number	Amount
DB	147-7300-851-0710	12,888.04
DBE	147-7358-851-0710	945.59
CCA	147-7347-851-0710	1,204.09
Sevier	147-7310-851-0710	5,932.04
RNR	147-7305-851-0710	4,985.45
Palmer	147-7345-851-0710	945.59
Adams	147-7312-851-0710	1,891.18
Jackson	147-7315-851-0710	2,836.77
Jefferson	147-7320-851-0710	1,891.18
Johnson	147-7325-851-0710	1,891.18
Kennedy	147-7330-851-0710	1,891.18
Lincoln	147-7335-851-0710	1,891.18
Roosevelt	147-7316-851-0710	1,891.18
Washington	147-7340-851-0710	2,836.77
Warehouse	147-7355-851-0710	945.59
ASC SNS Office	147-7350-851-0710	5,779.36
		50,646.37



## AGENDA ACTION FORM

### Amendment to an Economic Development Contribution to the Industrial Development Board of Kingsport and Authorizing One or More Agreements Pertaining to the Same

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

Action Form No.: AF-144-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: McCartt/Billingsley  
 Presentation By: McCartt

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

In May 2015 the Industrial Development Board of Kingsport (aka. Kingsport Economic Development Board or KEDB) purchased land and a spec building in Gateway Commerce Park from NETWORKS. The Kingsport BMA approved a resolution authorizing a contribution agreement, should it be needed, for the purchase and buildout. Shortly thereafter the spec building was finished out, with assistance from a State of Tennessee grant. Pure Foods and Brim Foods would lease the building until May 2018 when Anita's Foods assumed the lease.

In December 2018, in order to facilitate an expansion of the Anita's facility, Kingsport BMA approved a new resolution providing a contribution agreement, should it be needed, for the construction/expansion of a \$2.0 million warehouse. At that same time KEDB approve a new 10 year lease agreement with Anita's.

Approval of this action form will replace the resolutions approved by the BMA in May 2015 and December of 2018. The new resolution will provide a contribution agreement, should it be needed, in the amount of \$6,640,000. The amount represents the consolidation of two loans (original acquisition and construction from 2015 as well as the expansion in 2018) and as a result reduces the City of Kingsport's contingent liability by \$1.9 million. KEDB and Anita's Foods have agreed to a new 10-year lease with two five-year renewals. All expenses associated with the loan are covered by Anita's Foods. Anita's parent company, Anita's Mexican Foods Corporation, has provided a guarantee should Anita's not fulfill the terms of the lease.

In the event the lease payments are not made, the resolution provides that the city agrees to make a contribution to KEDB, if needed, for economic or industrial development. In such event the property would be available for economic and industrial development. At some point when the property is sold or leased the city would recoup some or all of the contribution from KEDB.

#### Attachments:

1. Resolution

Funding source appropriate and funds are available: *mm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *[Signature]*

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



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

A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE (KEDB) FOR ECONOMIC OR INDUSTRIAL DEVELOPMENT PURPOSES; AUTHORIZING SUCH AGREEMENTS AS MAY BE NEEDED TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; EXPRESSING THE INTENT OF THE BOARD TO ESTABLISH ONE OR MORE PROJECT ACCOUNTS IN AN ORDINANCE APPROPRIATING FUNDS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION, IF NEEDED; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, the board of mayor and aldermen ("board") has met pursuant to proper notice in a public meeting; and

WHEREAS, the board of mayor and aldermen has previously authorized the incorporation of The Industrial Development Board of the City of Kingsport, Tennessee ("KEDB") as an industrial development board duly organized and existing under the provisions of Title 53, Chapter 7, Tennessee Code Annotated (the "Act"); and

WHEREAS, KEDB has constructed a building and a warehouse facility on its property to be used for economic or industrial development purposes in Kingsport, Sullivan County, Tennessee, thereby providing jobs and furthering economic development; and

WHEREAS, the use of the property provides the city with increased tax receipts and enhances the public welfare, health and safety of its citizens; and

WHEREAS, the property is currently leased by KEDB to Anita's Food Snacks, Corp. for ten years with two five-year renewals; and

WHEREAS, KEDB may need a contribution of up to \$6,640,000 for economic or industrial development for the property; and

WHEREAS, pursuant to TCA § 6-54-118, the city has the authority to make contributions to KEDB; and

WHEREAS, KEDB represents that it has the statutory authority to borrow funds for the building and warehouse; and

WHEREAS, certain agreements between the city and KEDB may be needed to effectuate the purpose of this resolution.

Now therefore,

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

SECTION I. That the board authorizes, if necessary, a contribution to the Industrial Development Board of the City of Kingsport, Tennessee (KEDB) for economic development or

industrial development of up to \$6,640,000 for the building and warehouse constructed by KEDB on KEDB property in Kingsport, Sullivan County, Tennessee.

SECTION II. That the board recognizes that one or more agreements between the city and KEDB may be needed to effectuate the purpose of this resolution and, accordingly, the board approves such agreements as needed to effectuate the purpose of this resolution, as determined by the mayor in consultation with the city attorney, and authorizes the mayor to execute such agreements.

SECTION III. That any agreements between the city and KEDB made pursuant to Resolution No. 2015-151, Resolution No. 2019-081, or Resolution No. 2020-143 are terminated upon execution of one or more agreements between the city and KEDB that may be needed to effectuate the purpose of this resolution.

SECTION IV. That the board finds that the expenditure of any funds pursuant to this resolution is for the purpose of economic development or industrial development, is for a public purpose, is in the public interest and will promote the health, safety, and prosperity of the citizens of the city.

SECTION V. That to carry out the intent of this resolution the board will establish by ordinance, as needed, one or more project accounts and to fund such project account(s) in the upcoming budgets and the city manager is directed to authorize and establish such project account(s), when and as needed.

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

ADOPTED this the 2nd day of June, 2020.

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PATRICK W. SHULL, MAYOR

ATTEST:

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SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### **Execute the Annual Renewal of the Public Library Service Agreement with the Tennessee State Library and Archives for Services via Holston River Regional Library**

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

Action Form No.: AF-145-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Chris Markley  
 Presentation By: Chris McCartt

#### **Recommendation:**

Approve the Resolution.

#### **Executive Summary:**

This is an annual agreement which makes the Library eligible to receive, from the State Library through the Holston River Regional Library (a Multi-county regional system):

- Professional and technical assistance to library staff and boards valued @ \$30,000
- Annual funds, which over the past 20 years have purchased approximately 27% of our total print collection
- Downloadable ebook, eAudio, magazines and streaming movies available through Overdrive purchased with State/Regional funds and online reference resources/databases valued @ \$1,700,000.
- Statewide courier service valued @ \$10,000
- Access to direct library grants, received \$1,643 LSTA Technology Grant FY19-20
- Access to State Construction Grant

#### **Attachments:**

1. Resolution

Funding source appropriate and funds are available: *CM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *SK*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL RENEWAL OF THE PUBLIC LIBRARY SERVICE AGREEMENT WITH THE TENNESSEE STATE LIBRARY AND ARCHIVES TO RECEIVE FUNDING FOR BOOKS, TRAINING, AND SERVICES THROUGH THE HOLSTON RIVER REGIONAL LIBRARY SYSTEM FOR FISCAL YEAR 2020-2021

WHEREAS, the city is eligible to receive fiscal year 2020-2021 Tennessee State Library and Archives funding for books, online resources and professional training, use of the courier service, the automation system, and internet service through the Holston River Regional Library System; and

WHEREAS, receipt of the funding and services requires execution of a renewal of the Public Library Service Agreement with the Tennessee State Library and Archives.

Now therefore,

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

SECTION I. That a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system, and internet service through the Holston River Regional Library System for fiscal year 2020-2021 is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Public Library Service Agreement with the Tennessee State Library and Archives to receive funding for books, online resources and professional training, and allow use of courier service, the automation system and internet service through the Holston River Regional Library System for fiscal year 2020-2021, 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:

**PUBLIC LIBRARY SERVICE AGREEMENT**  
**Holston River Sullivan County, FY 2020-2021**

**Charles A. Sherrill**  
*State Librarian and Archivist*

**Responsibilities of the following Public Library(ies):** *Please list libraries below in this box.*

Kingsport Public Library & Archives

*The Public Library Board of Trustees will:*

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
  - The Public Library Maintenance of Effort Agreement
  - The Public Library Service Agreement
  - The Official Public Library Service Area Population Agreement
  - Official Library Board Appointment form
  - The Public Library Statistics Survey (Data Collection)
  - Tennessee Non-Metropolitan Public Library Standards Survey

- Board of Trustees minutes and other reports made to the County and/or City governing body
  - A Long-range Plan for Library Services and Technology
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)
  4. Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.
  5. Maintain a schedule of service hours which best meets the needs of the residents and which will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.
  6. Follow all local, state and federal laws and regulations, including, but not limited to, display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.
  7. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper. (T.C.A. 10-3-107)
  8. Adopt written board bylaws and library usage policies and provide copies to the Regional Library. Bylaws should be reviewed/revised every 3 years and usage policies every other year. (*Tennessee Standards for Public Libraries 2018: Governance 3-8*)
  9. Follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103), minutes properly recorded and distributed (T.C.A. 8-44-104). All meetings, including committee meetings, must be open to the public.
  10. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meetings in a timely manner, including but not limited to library and board official acts.
  11. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including but not limited to Trustee Workshops and the Tennessee Trustee Certification Program.
  12. Require participation of library staff in and reporting of a minimum number of hours of annual training. Training may include a combination of face-to-face and online training.
    - a. Administrative staff: Library directors and administration will receive a minimum of 25 contact hours of library related training annually, of which at least 20 hours will be regionally or state sponsored.
    - b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 contact hours of library related training annually, of which at least 5 hours are regionally or state sponsored.
    - c. Paid staff working 19 hours or less per week will receive a minimum of 5 hours of library related training annually, of which at least 2 hours are regionally or state sponsored.
  13. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.

*The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:*

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Public Libraries, 2018

### **Responsibilities of the State Library and Its Regional Libraries**

*Subject to availability of resources, the State will:*

1. Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.
2. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:
  - Planning and Development
  - Personnel Management
  - Policy Development
  - Recruitment and Hiring of Library Directors
  - Collection Management
  - Grant Preparation Guidance

- Automation Guidance
  - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:
    - Materials Acquisitions
    - Original Cataloging
    - Data Collection and Analysis
    - Computer Hardware/Software Problem Resolutions
    - Shared ILS Problem Resolutions
  4. Allocate and monitor State funds for a collection of library materials on indefinite loan.
  5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) and/or other digital resources provided by the regional library system.
  6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
  7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
  8. Supply statistical information and data pertaining to the operation and use of the library.
  9. Offer training specific to public library trustees, including, but not limited to, the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
  10. Offer a minimum of 30 contact hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Apply for and Receive CARES Grant for the Library

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

Action Form No.: AF-146-2020  
 Work Session: June 1, 2020  
 First Reading: N/A

Final Adoption: June 2, 2020  
 Staff Work By: Chris Markley  
 Presentation By: Chris McCartt

### Recommendation:

Approve the Resolution.

### Executive Summary:

This grant by the Tennessee State Library and Archives provides funds to provide digital access resources to the community as well as resources for staff to provide virtual programming and meetings. The Library is seeking funds for 30 Hotspots and 20 Chromebooks to circulate to the community to provide access to the Internet from anywhere to complete work, schoolwork, or participate in the virtual world. To aid in our continued offering of virtual programs a microphone is included.

The total we are requesting is \$18,315.

There is no required match.

### Attachments:

1. Resolution
2. Grant

	<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 A CARES GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES FOR THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the city, through the Kingsport Public Library, would like to apply for a CARES grant through the Tennessee State Library and Archives, which will provide funds to provide digital access resources to the community as well as resources for staff to provide virtual programming and meetings; and

WHEREAS, the funds will go to purchase 30 hotspots and 20 Chromebooks to circulate to the community to provide access to the internet from anywhere to complete work, schoolwork, or participate in the virtual world, and will include a microphone.

WHEREAS, the amount of the grant award requested is \$18,315.00, and there is no required match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a CARES grant through the Tennessee State Library and Archives, in the amount of \$18,315.00 with no local match required.

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

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

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

ADOPTED this the 2nd day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



# CARES Grant



Tre Hargett  
Secretary of State

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
403 7<sup>th</sup> Avenue North  
Nashville, TN 37243  
615-741-7996

The Tennessee State Library and Archives is pleased to provide a grant opportunity to public libraries across Tennessee. This grant is supported in part by the U. S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act.

The CARES Grant is available for public libraries to provide services available to your staff and community. Grant funds are available for the following:

- Hotspots
- Circulating hardware
- Videoconferencing equipment
- Wi-fi extenders
- Protective, safety, and cleaning supplies

Grant awards are in the amount of up to \$20,000.00 for libraries in the regions and independents, and do not require a local match. For Chattanooga, Knox County, Memphis, and Nashville Public, the maximum grant award will be \$35,000.00. The Grant will run from April 21, 2020 – May 31, 2021.

Note: As an acknowledgment of these difficult times, we will backdate all contracts to April 21, 2020, to allow grantees to include items purchased prior to the grant being available.

Please also note: we are asking for a Title VI Contact and contact information this year on page 1. This should be the Title VI compliance officer for your local government, if the library reports to such a person. It may also be the library director or designated staff member..

Applications can be sent via e-mail, fax, or mail, as we do not require original signatures to be submitted. Please send all applications to the following:

Jennifer Cowan-Henderson  
Director of Planning and Development  
Tennessee State Library and Archives  
403 7<sup>th</sup> Avenue North  
Nashville, TN 37243  
ph: 615-741-1923  
fax: 615-532-9904  
[jennifer.cowan-henderson@tn.gov](mailto:jennifer.cowan-henderson@tn.gov)

Deadline for applications is **June 15, 2020**