



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, June 15, 2020, 4:30 p.m.
City Hall, 225 W. Center St., Council Room**

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. Brickyard Update – Jason Hudson
5. Review of Items on June 16, 2020 Business Meeting Agenda
6. Adjourn

Next Work Session July 6

BMA Report, June 16, 2020



Kingsport Employee Wellness, George DeCroes

	01/01/2020 – 05/31/2020	06/01/2020 – 06/09/2020
Total Utilization	85.8%	81.2%
City – Active Employees	62.6%	61.3%
City – Dependents	32.5%	34.7%
City – Retirees	1.0%	0.4%
Extended-Patient Services/Other	0.1%	1.2%
Work Comp	0.4%	0.0%
No Show	3.4%	2.4%

Worker's Compensation, Mike Billingsley

For the month of May 2020, the city had two recordable worker's compensation claims that involved lost time or restricted duty. Of the two claims involved, both were restricted duty.

City of Kingsport

June 16, 2020

Project Status in Pictures

1 Preston Forest Park

The track is being excavated while future parking spots are being mapped out.

3 PETWorks

The interior walls are nearly complete and the exterior storm drain outlets have been installed.

5 Wilcox Overpass

The overpass has been painted and crews will continue with the landscape portion of the project.

2 West Kingsport Force Main

The installation of the sanitary sewer force main is happening along the Greenbelt.

4 Lynn View Community Center Track

Track paving is complete, along with the green, protective sealant. Lane striping is all that remains.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	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	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	Wet well pre-work inspection complete - results favorable. FM E/I/B continues down Greenbelt. Demo still ongoing inside pump station.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	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	City Hall Relocation - Phase 1	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/20/2020	finish work on 4th floor continues.
\$2,888,300.00	Niki Ensor	Wastewater Facilities SCADA/Telemetry Project	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	8/28/2020	73 of the 95 remote sites are online. Progress meeting held 5/28/20
\$2,508,812.00	Niki Ensor	WWTP Electrical Improvements	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/18/2021	Engineers are reviewing submittals
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	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	Miracle Field Complex	Construction of ball field, playground, and amenities.	6/26/2020	Project complete except some IT equipment and minor punch list issues.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	12/23/2020	Demolition of 1st floor and started on 2nd floor.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	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	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Had a meeting with consultant to review conceptual layout on 6/3 for NEPA Document.
\$1,000,000.00	Michael Thompson	Area 11b Asphalt Paving	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	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	8/31/2020	Advertise for bids on 5/24/2020, bid opening 6/17/2020
\$937,442.00	Kitty Frazier	Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)	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]	8/25/2020	Grading contractor will begin Friday, June 12th.
\$873,345.88	Chad Austin	2019 I & I Sewer Rehab/Replacement	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	Contractor scheduling paving to be able to retire manhole in East Center Street with TDOT representative present.
\$699,000.00	Niki Ensor	Hillcrest & Allandale Water Storage Tank Rehabilitation	Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	Began applying paint to Allandale Tank. Will be completing Allandale first of July. Will then move to begin Hillcrest Tank.
\$661,140.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	8/31/2020	Advertise for bids on 5/24/2020, bid opening 6/17/2020
\$481,183.00	Ryan McReynolds	Wilcox Bridge (Wilcox Dr. & E. Sullivan St.)	Bridge re-painting and landscaping	7/1/2020	Bridge painting completed. Still working on landscaping.
\$464,703.10	Chad Austin	Border Regions Sanitary Sewer Extension - Tri Cities Crossing Area	Sanitary sewer extension in the vicinity of the Tri Cities Crossing proposed development	8/1/2020	Contractor is installing sewer through the Taylor Property.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021

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\$135,715.47	Kitty Frazier	Preston Forest Park - Trails and Parking Improvements	Construction of parking and trails in Preston Forest Park.	8/31/2020	Clearing and grubbing has been completed. Approximately 25% of the concrete work is complete. Ongoing grading on the "track".

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 16, 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 – Pastor Paul Becker, Concordia Lutheran Church

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. Called Meeting – May 28, 2020
2. Work Session – June 1, 2020
3. Business Meeting – June 2, 2020

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of 1100 Oak Street from B-3 (Highway Oriented Business District to R-3 (Low Density Apartment District) (AF: 81-2020) (Ken Weems)

Revised Notice 6/15/20

 - Public Hearing
 - Ordinance – First Reading

2. ~~Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 E Market Street (AF: 64-2020) (Ken Weems)~~

Withdrawn 6/15/20

 - ~~• Public Hearing~~
 - ~~• Ordinance – First Reading~~

3. Amend Zoning of Property Located at the Intersection of West Stone Drive and Netherland Inn Road from R-3 to B-3 (AF: 157-2020) (Ken Weems)

Revised Ord. 6/15/20

 - Public Hearing
 - Ordinance – First Reading

4. Annex and Adopt a Plan of Service for the Worthington Drive Annexation and Amend Zoning (AF: 158-2020) (Ken Weems)
 - Public Hearing
 - Resolution – Annexation
 - Ordinance – First Reading
 - Resolution – Plan of Services

5. Adopt the Citizen Participation Plan and Amend the 2019 Annual Action Plan for the Community Development Block Grant Program (AF: 156-2020) (Ken Weems)
 - Public Hearing
 - Resolution – Citizen Participation Plan
 - Resolution – Annual Action Plan

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. Appropriate \$75,845 from the U.S. Department of Justice for the Coronavirus Emergency Supplemental Funding Program Grant #2020-H1999-TN-VD (AF: 160-2020) (David Quillin)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Adopt the FY 20-21 Budget (AF: 129-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
2. Adopt the FY 20-21 Water Fund Budget (AF: 130-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
3. Adopt the FY 20-21 Sewer Fund Budget (AF: 131-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
4. Adopt the FY 20-21 Metropolitan Planning Project Grant Budget (AF: 132-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
5. Adopt the FY 20-21 Urban Mass Transit Budget (AF: 133-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
6. Adopt the FY 20-21 Special Schools Projects Grant Fund Budget (AF: 134-2020) (Chris McCartt, David Frye)
 - Ordinance – Second Reading and Final Adoption
7. Adopt the FY 20-21 School Public Law 93-380 Grant Project Fund Budget (AF: 135-2020) (Chris McCartt, David Frye)
 - Ordinance – Second Reading and Final Adoption
8. Providing for the FY 20-21 Community Development Block Grant Budget (AF: 136-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
9. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 137-2020) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Amend the Fee Resolution for FY 2021 Fees and Charges Provided for in the City Code (AF: 153-2020) (Chris McCartt)
 - Resolution
2. Approving a Telework Policy for Eligible City Employees (AF: 159-2020) (George DeCroes)
 - Resolution

3. Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2009 (AF: 116-2020) (Joe May)
 - Resolution
4. Enter into a Professional Services Agreement with Gresham, Smith, & Partners for Engineering Design Services for the Wastewater Storage Facility Project (AF: 112-2020) (Ryan McReynolds)
 - Resolution
5. Execution of an Amendment to the Agreement with Crook Brothers (AF: 161-
Corrected AF No. 6/15/20 2020) (David Frye)
 - Resolution
6. Award the Bid for School Nutrition Grocery and Beverage Items to Gordon Food Service (AF: 162-2020) (David Frye)
 - Resolution
7. Approval of the Issuance of Tax Exempt Revenue Bonds by the Industrial Development Board of the City of Kingsport, Tennessee for the Kingsport West Apartments Project (AF: 163-2020) (Chris McCartt)
 - Resolution

VII. CONSENT AGENDA

1. Memorandum of Understanding between City of Kingsport and Jeffrey Parker for Mowing of the Demolition Landfill Property (AF: 152-2020) (Ryan McReynolds)
 - Resolution
2. Authorizing an Inter-Local Agreement with the Sullivan County Highway Department to Resurface Portions of Bancroft Chapel Road and Packing House Road (AF: 151-2020) (Ryan McReynolds)
 - Resolution
3. Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE) (AF: 154-2020) (Jessica Harmon)
 - Resolution
4. Apply for and Receive Additional Funding Allocated by the CARES Act to the Community Development Block Grant Program (AF: 155-2020) (Ken Weems)
 - Resolution
5. License Agreement with Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station (AF: 150-2020) (Ryan McReynolds)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Chief Financial Officer – Annual Financial Report FY19
- C. Mayor and Board Members
- D. Visitors

IX. ADJOURN

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Thursday, May 28, 2020, 3:00 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
Sidney H. Cox, City Recorder/Chief Financial Officer
Angie Marshall, City Clerk/Deputy City Recorder
David Quillin, Police Chief
Adrienne Batara, Marketing and Public Relations Administrator

- I. **CALL TO ORDER:** 3:00 p.m., by Mayor Patrick W. Shull.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Olterman.
- II.B. **INVOCATION:** Alderman Adler.
- III. **ROLL CALL:** By City Recorder Cox. All Present.
- IV. 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.
Each board member verbally affirmed their agreement with this declaration.
- V. **OTHER BUSINESS.**
 1. **Approve a Proclamation of Emergency Set Forth in Executive Order 20-09 and Approve Future Executive Orders Issued by the Mayor and City Manager During the Period in which Tennessee Governor Bill Lee's Executive Order No. 38 Remains in Effect (AF: 149-2020) (Chris McCartt).**

Motion/Second: George/Duncan, to pass:

Resolution No. 2020-200, A RESOLUTION APPROVING A PROCLAMATION OF EMERGENCY RELATIVE TO THE COVID-19 VIRUS AND ADOPTION OF GOVERNOR BILL LEE'S EXECUTIVE ORDER NO. 38 PROVISIONS AS WELL AS ANY PROVISIONS OF AN ORDER ISSUED BY THE SULLIVAN COUNTY REGIONAL

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Thursday, May 28, 2020**

HEALTH DEPARTMENT, AND APPROVAL OF ANY EXTENSION OR RENEWAL OF THE PROCLAMATION OF EMERGENCY BY THE MAYOR AND CITY MANAGER DURING THE PERIOD IN WHICH EXECUTIVE ORDER NO. 38 REMAINS IN EFFECT
Passed in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting "aye."

VI. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 3:10 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, June 1, 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)
Alderman Jennifer Adler (via zoom call)
Alderman Betsy Cooper (via zoom call) *signed on after roll 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
John Morris, Budget Officer
George DeCroes, Human Resources Manager (via zoom call)
David Quillin, Police Chief (via zoom call)
Jason Hudson, Economic Development Director

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. **ELECTION DATE DISCUSSION.** The board had an extensive discussion on the pros and cons of moving the election date from May in odd years which is how it is currently set by Charter to August or November of even years to coincide with other local elections. Mayor Shull, Alderman Duncan and Alderman Olterman expressed interest in moving the election citing benefits of saving money and increased voter turnout. Vice-Mayor George, Alderman Adler, Alderman Cooper and Alderman Phillips did not want to change the date, citing public preference and the power of precedence. The mayor stated this issue will not be brought back up during this board's term and it could be readdressed in the future.
5. **REVIEW OF AGENDA ITEMS ON THE JUNE 2, 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.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, June 1, 2020

VI.A.1 Public Hearing and Consideration of an Ordinance to Adopt FY20-21 Budget (AF: 129-2020). The City Manager gave a summary on the budget being presented for the upcoming fiscal year.

VI.D.2 Contract Renewal with MedFit Center for a Physical Wellness Program (AF: 122-2020). City Manager McCartt pointed out that safety is a priority and staff is constantly looking at data in an effort to reduce injury. He noted the only difference in this contract was additional money was being set aside for on-site safety coaching,

VI.D.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). The City Manager provided details on this item and answered questions from the board. He noted the contribution was only if needed. He also pointed out this would reduce contingent liability which is a good thing with the auditors. There was some discussion.

City Manager McCartt provided details at this time on how the fireworks would be presented this year, noting they will be at two separate locations to allow people to spread out. He also stated he appreciated city staff for their work on the budget.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:24 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, June 2, 2020, 7:00 PM
Large Court Room – City Hall

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

City Administration
Chris McCartt, 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:** Mr. Paul Becker.
- II.B. **INVOCATION:** Alderman Darrell Duncan.
- III.A. **ROLL CALL:** By City Recorder Cox. All Present.
- 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: Olterman/George, to approve minutes for the following meetings:

- A. May 11, 2020 Budget Work Session
- B. May 14, 2020 Budget Work Session
- C. May 18, 2020 Regular Work Session
- D. May 19, 2020 Regular Business Meeting

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

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VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

**1. Public Hearing and Consideration of an Ordinance to Adopt
FY20-21 Budget (AF: 129-2020) (Chris McCartt).**

PUBLIC COMMENT ON ITEM VI.A.1. Mr. Paul Becker commented.

Motion/Second: George/Adler, to pass:

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

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

**2. Public Hearing and Consideration of an Ordinance to Adopt
FY20-21 Water Fund Budget (AF: 130-2020) (Chris McCartt).**

PUBLIC COMMENT ON ITEM VI.A.2. None.

Motion/Second: Cooper/Phillips, to pass:

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

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

**3. Public Hearing and Consideration of an Ordinance to Adopt
FY20-21 Sewer Fund Budget (AF: 131-2020) (Chris McCartt).**

PUBLIC COMMENT ON ITEM VI.A.3. None.

Motion/Second: George/Duncan, to pass:

AN ORDINANCE OF THE CITY OF KINGSPORT, 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

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

**4. Ordinance to Adopt FY20-21 Metropolitan Planning Project
Grant Budget (AF: 132-2020) (Chris McCartt).**

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PUBLIC COMMENT ON ITEM VI.A.4. None.

Motion/Second: Olterman/Phillips, to pass:

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

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

5. Ordinance to Adopt FY20-21 Urban Mass Transit Budget
(AF: 133-2020) (Chris McCartt). *NOTE: Alderman Adler had technical difficulty and was
unable to vote on this item during the roll call. She reconnected during the presentation
of Item VI A.8 and voted in favor of this item at that time.*

PUBLIC COMMENT ON ITEM VI.A.5. Mr. Paul Becker commented.

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO APPROPRIATE URBAN MASS TRANSIT GRANT PROJECT
FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**6. Ordinance to Adopt FY20-21 Special Schools Projects Grant
Fund Budget** (AF: 134-2020) (Chris McCartt, David Frye). *NOTE: Alderman Adler had
technical difficulty and was unable to vote on this item during the roll call. She reconnected
during the presentation of Item VI A.8 and voted in favor of this item at that time.*

PUBLIC COMMENT ON ITEM VI.A.6. None.

Motion/Second: Phillips/Cooper, to pass:

AN ORDINANCE TO ESTABLISH SPECIAL SCHOOL GRANT PROJECT FUND 145
FOR SPECIAL SCHOOL PROJECTS GRANT, TO APPROPRIATE SUCH FUNDS AND
TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**7. Ordinance to Adopt FY20-21 School Public Law 93-380 Grant
Project Fund Budget** (AF: 135-2020) (Chris McCartt, David Frye). *NOTE: Alderman
Adler had technical difficulty and was unable to vote on this item during the roll call. She
reconnected during the presentation of Item VI A.8 and voted in favor of this item at that
time.*

PUBLIC COMMENT ON ITEM VI.A.7. None.

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Motion/Second: Olterman/George, to pass:

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

8. Provide for FY20-21 Community Development Block Grant Budget (AF: 136-2020) (Chris McCartt).

PUBLIC COMMENT ON ITEM VI.A.8. None.

Motion/Second: George/Olterman, to pass:

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

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

PUBLIC COMMENT. Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. Mr. Paul Becker made comments.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Adjustment for Various Funds in FY20 (AF: 137-2020) (Chris McCartt).

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2020; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

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

Motion/Second: Duncan/Phillips, to pass:

ORDINANCE NO. 6859, AN ORDINANCE TO AMEND THE FY 2020 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Olterman/Cooper, to pass:

ORDINANCE NO. 6860, AN ORDINANCE TO AMEND THE FY 2020 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Duncan/Adler, to pass:

ORDINANCE NO. 6861, 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 second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

D. OTHER BUSINESS.

1. Bid Award for Purchase of Road Salt for FY21 (AF: 138-2020)
(Ryan McReynolds).

Motion/Second: George/Adler, to pass:

Resolution No. 2020-201, 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

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

2. Contract Renewal with MedFit Center for a Physical Wellness Program (AF: 122-2020) (Chad Austin).

Motion/Second: George/Olterman, to pass:

Resolution No. 2020-202, 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

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

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**3. Revised Riverbend Park Redevelopment Agreement with KHRA
for Development of Riverbend Park (AF: 128-2020) (Chris McCartt).**

Motion/Second: Phillips/Duncan, to pass:

Resolution No. 2020-203, 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

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

**4. Executive Agreements with Various Agencies and Organization
for Services in FY20-21 Benefiting the General Welfare of Kingsport Residents
(AF: 148-2020) (Chris McCartt).**

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2020-204, 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

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

**5. Memorandum of Understanding between the City of Kingsport
and KHRA for Assistance with the CDBG Program (AF: 147-2020) (Chris McCartt).**

Motion/Second: Phillips/George, to pass:

Resolution No. 2020-205, 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

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

**6. Purchase Chromebooks from FireFly Computers for 6th and 9th
Grade Students in the Kingsport City School System (AF: 139-2020) (David Frye,
Tony Robinson).**

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Motion/Second: Duncan/Adler, to pass:

Resolution No. 2020-206, 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 KINGSFORT CITY SCHOOLS

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

**7. Purchase Replacement Computers from Dell, Inc. for Teachers
in the Kingsport City School System** (AF: 140-2020) (David Frye, Tony Robinson).

Motion/Second: Phillips/George, to pass:

Resolution No. 2020-207, 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 KINGSFORT CITY SCHOOLS

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

**8. Issue a Blanket Order to Tennessee Book Company for FY21
Textbook Purchases** (AF: 142-2020) (David Frye).

Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2020-208, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A BLANKET ORDER TO TENNESSEE BOOK COMPANY FOR FY21 TEXTBOOK PURCHASES FOR KINGSFORT CITY SCHOOLS

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

**9. Bid Award for One 72-Passenger School Bus to Central States
Bus Sales** (AF: 143-2020) (Steve Hightower). *NOTE: Alderman Cooper had technical difficulty and was unable to vote on this item during the roll call. She reconnected during the presentation of Item VI D.11 and voted in favor of this item at that time.*

Motion/Second: Duncan/Olterman, to pass:

Resolution No. 2020-209, A RESOLUTION AWARDING 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

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

**10. Purchase Replacement Computers from Dell, Inc. for the School
Nutrition Services Program** (AF: 141-2020) (David Frye, Tony Robinson). *NOTE: Alderman Cooper had technical difficulty and was unable to vote on this item during the roll call. She reconnected during the presentation of Item VI D.11 and voted in favor of this item at that time.*

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Motion/Second: Adler/Olterman, to pass:

Resolution No. 2020-210, 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

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

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).

Motion/Second: George/Phillips, to pass:

Resolution No. 2020-211, 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

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

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

Motion/Second: George/Cooper, to adopt:

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).

Pass:

Resolution No. 2020-212, 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

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

2. Apply for and Receive CARES Grant for the Library (AF: 146-2020) (Chris McCartt).

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Pass:

Resolution No. 2020-213, 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

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt expressed his appreciation for the patience of the BMA and those at home as we integrate the public attendance back into the meetings. He stated we will set up in this manner for the next meeting as well with limited access. He also indicated his appreciation for all the support during this lengthy budget process and is looking forward to a new year.
- B. MAYOR AND BOARD MEMBERS.** Alderman Phillips stated he was excited for the fireworks and that he was glad to be back for the meetings. Alderman Duncan thanked staff regarding the budget. He also commented on a prayer vigil to be held tomorrow night as well as the downtown mural project. Alderman Adler encouraged everyone to visit Bays Mountain Park and noted the Farmers Market would have its first Wednesday morning market tomorrow. Alderman Cooper pointed out DKA had lots of information on their social media and stated the library opened up yesterday for curbside service and they also offered several programs for kids during the summer. Alderman Olterman commented positively on the budget. He also noted summer baseball had started and football would be starting soon too. Vice-Mayor George also commented on the budget, stating staff had done a good job staying conservative. She also stated we need to focus on being a community and continue social distancing to keep people well and safe. Mayor Shull provided details on the work session discussion regarding changing the election date, noting the majority of the board would like to keep it as it is now. He also spoke favorably of the budget process during these uncertain times thanked city staff.
- C. VISITORS.** Mr. Paul Becker and Mr. Joe Carr made comments.

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning of 1100 Oak Street from B-3 (Highway Oriented Business District to R-3 (Low Density Apartment District).

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

Action Form No.: AF-81-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Disapprove ordinance amending the zoning ordinance to rezone the parcel containing 1100 Oak Street from B-3, Highway Oriented Business District to R-3, Low Density Apartment District.

Executive Summary:

This is an owner-requested rezoning of an approximate 2,000 square foot parcel located at 1100 Oak Street from the B-3 district (Highway Oriented Business District) to the R-3 district (Low Density Apartment District). The rezoning request was applied for in order to conduct a dormitory use on the property. The Future Land Use Plan 2030, which was adopted in April 2010, designates this area to be used for retail/commercial uses, due to its location adjacent to a major thoroughfare of the city (Center Street). A rezoning of this nature would be akin to spot zoning, which would single out a parcel and rezone it to a classification that is out of character with the surrounding area.

Staff received 17 phone calls about the request, with only one being in support stating that there needed to be a place for the homeless population to sleep at night. Six emails were also received in opposition to the request. The majority of opposition included items such as: having problems with people walking into traffic, loitering, stealing and concern for children who pass by on their way to school.

During the regularly scheduled March 2020 Planning Commission meeting, 8 people spoke against the request and 2 people spoke in favor of the request for reasons similar to those received by phone and email. The Kingsport Regional Planning Commission voted unanimously to send an unfavorable recommendation (a recommendation to not rezone the property) to the Board of Mayor and Aldermen by a vote of 6-0. The rationale for the Commission's recommendation was based upon the request not conforming to the future land use plan as well as the request being akin to spot zoning.

The notice of public hearing was published on June 1, 2020.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 16, 2020 to consider the rezoning for parcel 24 located at 1100 Oak Street from B-3 District to R-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northern corner of parcel 24 in common with the parcel boundary of parcel 23 and at the end of an unnamed right-of-way, Tax Map 046O; thence in a southeasterly direction, approximately 80.74 feet to a point, said point being the eastern corner of parcel 24 in common with the northern right-of-way of Oak Street; thence in a southwesterly direction, following the northern right-of-way of Oak Street, approximately 25.07 feet to a point, said point being the southern corner of parcel 24 in common with the northern right-of-way of East Center Street; thence in a northwesterly direction, approximately 80.74 feet to a point, said point being the western corner of parcel 24 in common with the southern boundary of an unnamed right-of-way; thence in a northeasterly direction, approximately 25 feet to the point of BEGINNING, and being all of parcel 24, Tax Map 046O as shown on the August 2019 Sullivan County Tax Map.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 6/1/2020

ORDINANCE NO. _____

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

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

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

BEGINNING at a point, said point being the northern corner of parcel 24 in common with the parcel boundary of parcel 23 and at the end of an unnamed right-of-way, Tax Map 046O; thence in a southeasterly direction, approximately 80.74 feet to a point, said point being the eastern corner of parcel 24 in common with the northern right-of-way of Oak Street; thence in a southwesterly direction, following the northern right-of-way of Oak Street, approximately 25.07 feet to a point, said point being the southern corner of parcel 24 in common with the northern right-of-way of East Center Street; thence in a northwesterly direction, approximately 80.74 feet to a point, said point being the western corner of parcel 24 in common with the southern boundary of an unnamed right-of-way; thence in a northeasterly direction, approximately 25 feet to the point of BEGINNING, and being all of parcel 24, Tax Map 046O as shown on the August 2019 Sullivan County Tax Map.

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

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

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 _____

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00001

1100 Oak Street Rezoning

Property Information			
Address	1100 Oak Street		
Tax Map, Group, Parcel	Map 046O, D, 24		
Civil District	11		
Overlay District	n/a		
Land Use Designation	Retail/ Commercial		
Acres	.05 +/-; approximately 2,000 sq ft		
Existing Use	Community Center	Existing Zoning	B-3
Proposed Use	Dormitory	Proposed Zoning	R-3
Owner /Applicant Information			
Name: Jeremiah Maurer Address: 616 Norris Ave City: Kingsport State: TN Zip Code: 37665 Phone: (571) 345-4484		Intent: <i>To rezone from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) to accommodate a dormitory use.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a NEGATIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposed R-3 zone for the site is not compatible with the Future Land Use Plan 2030 designation of retail/ commercial use for the rezoning site. It is staff's opinion that the property is currently zoned appropriately as is.</i></p> <p><i>Installing an R-3 zone at this location is akin to spot zoning, or the singling out of a parcel of land for use classification totally different from that of the surrounding area.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site is completely covered by an existing structure, approximately 2,000 sq ft in size.</i></p> <p><i>On-site parking or space for future on-site parking does not exist for the rezoning site.</i></p> <p><i>To date, 6 calls against the rezoning effort have been received. One call in support of the rezoning effort has been received.</i></p> <p><i>A 10 foot wide right-of-way borders the northern boundary of the rezoning site. The right-of-way is currently gated from access off Myrtle Street.</i></p> <p><i>The abutting property to the west, 1040 E. Center Street, contains an office/food and clothing pantry. The abutting property to the east, 1102 Oak Street, is currently being renovated for climate controlled storage use.</i></p>			

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00001

Planner:	Ken Weems	Date:	March 3, 2020
Planning Commission Action		Meeting Date:	March 19, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

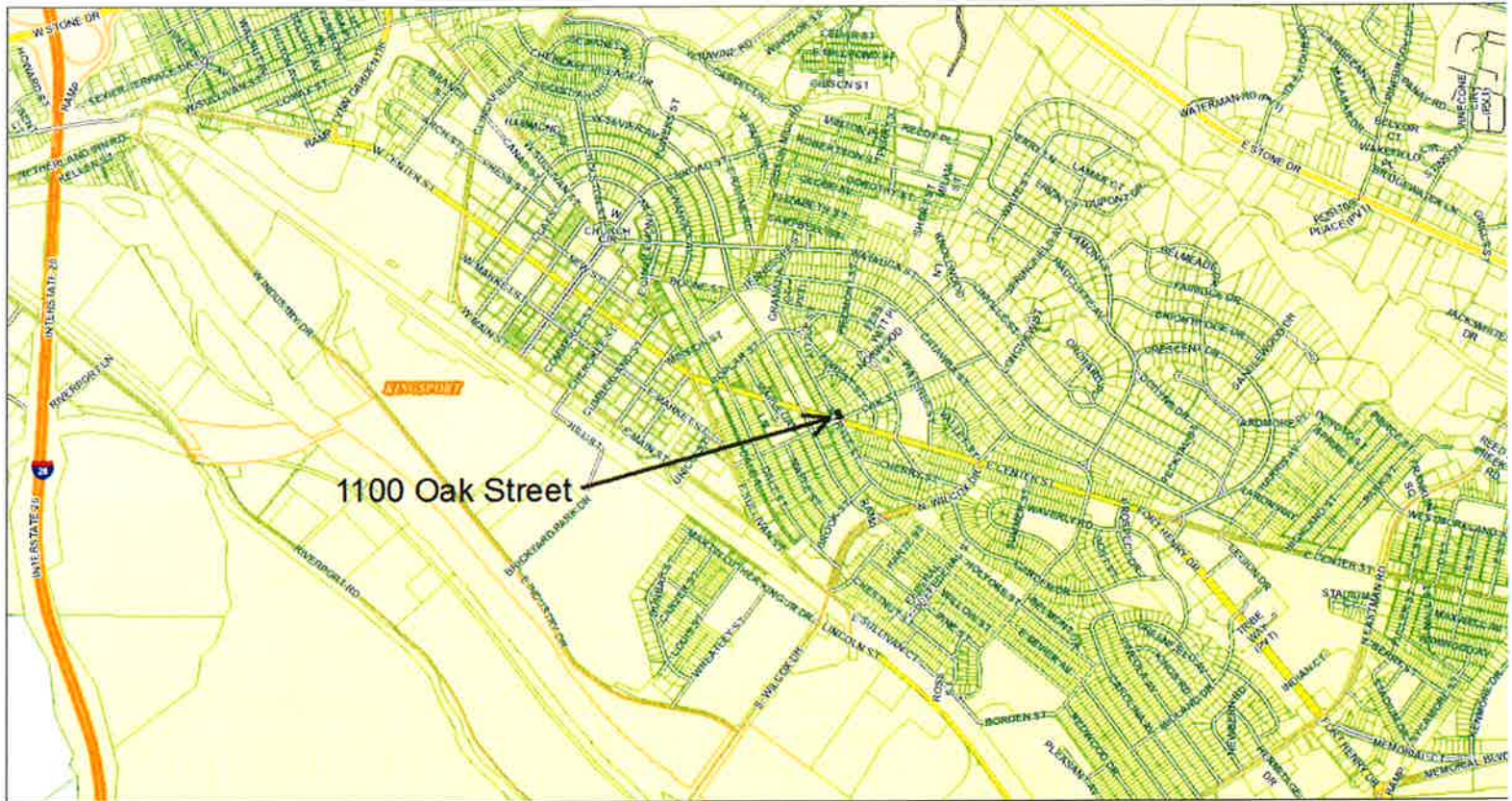
ADDRESS	1100 Oak Street
DISTRICT	11
OVERLAY DISTRICT	n/a
EXISTING ZONING	B-3 (Highway Oriented Business District)
PROPOSED ZONING	R-3 (Low Density Apartment District)
ACRES	.05 +/-; approximately 2,000 square feet
EXISTING USE	community center
PROPOSED USE	dormitory

INTENT

To rezone from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) to accommodate a dormitory use.

Vicinity Map

ArcGIS Web Map



3/3/2020, 10:03:17 AM

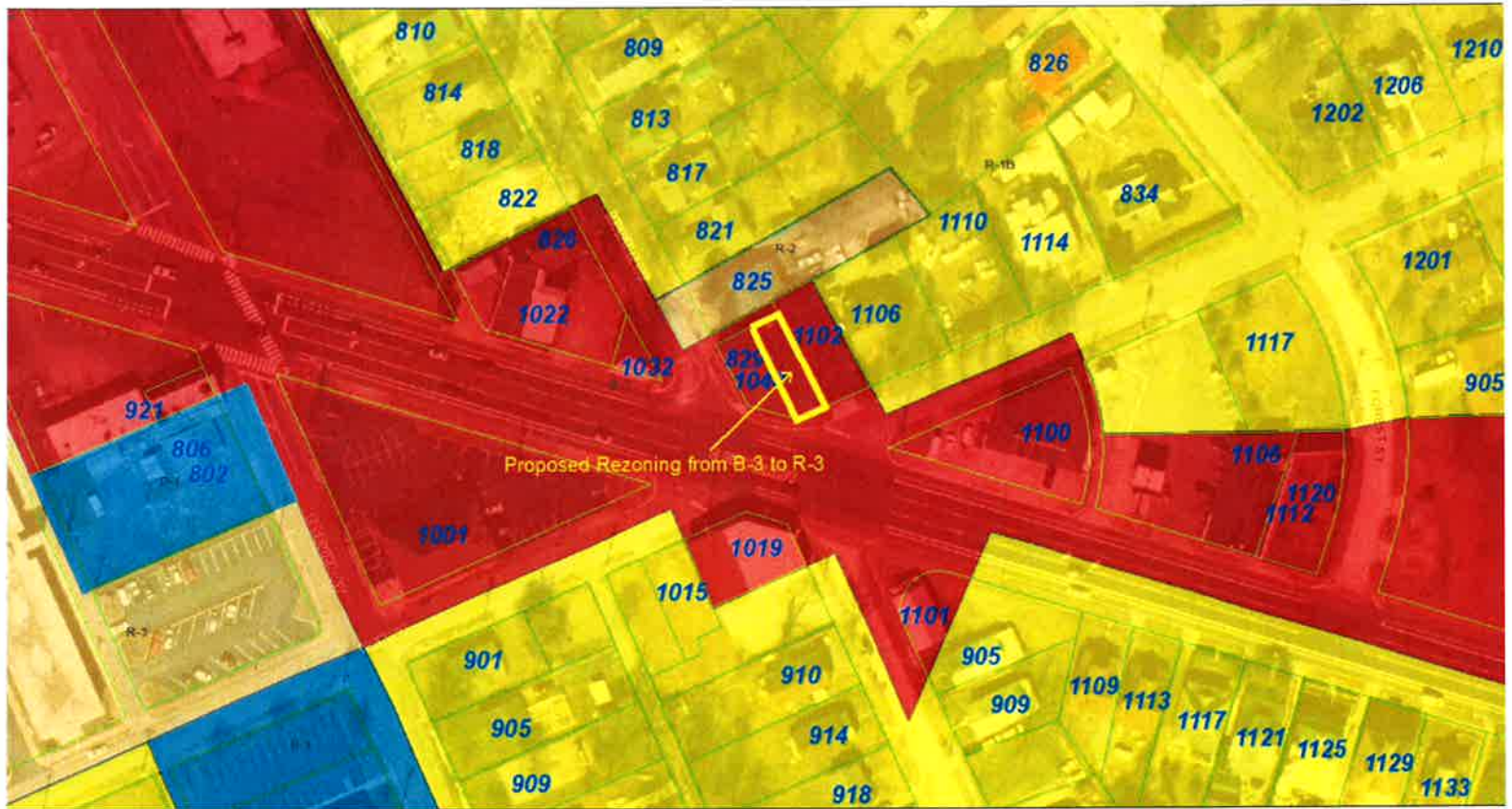
Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River
Hawkins County Parcels
Street_ROW
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River

1:18,058
0 0.225 0.45 0.9 mi
0 0.35 0.7 1.4 km

Web AppBuilder for ArcGIS

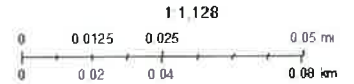
Surrounding Zoning Map

ArcGIS Web Map



19/2020, 8 14 59 AM

Kpt 911 Address	River	Railroad_ROW	R-5	B-1	B-4P	MX	PMD-1	R-1B	R-4
Ilivan County Parcels	Street_ROW	River	GC	B-2	BC	P-1	PMD-2	R-1C	Split
Lake_Pond	Hawkins County Parcels	Street_ROW	B-2E	B-3	GC	P-D	PUD	R-2	TA
Parcel_Conflict	Lake_Pond	City Zoning	A-1	B-3	M-1	PBD-3	PVD	R-3	TA-C
Parcels	Parcel_Conflict	<Null>	A-2	B-4	M-1R	PBD/*	R-1	R-3A	UAE
Railroad_ROW	Parcels	TAC	AR	B-4P	M-2	PD	R-1A	R-3B	



Web AppBuilder for ArcGIS

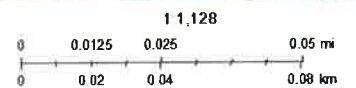
Future Land Use Plan 2030
Designation: Retail/ Commercial

ArcGIS Web Map



3/2020, 10:13:55 AM

Future Land Use
Public
Agri/Vacant
Single Family
Multi-Family
Industrial
Retail/Commercial
Utilities



Web AppBuilder for ArcGIS

Aerial

ArcGIS Web Map



19/2020, 8 11 44 AM

- Kpt 911 Address

Ilivan County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW

Lake_Pond

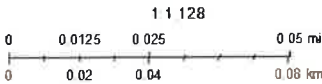
Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW



Web AppBuilder for ArcGIS

Front View of Rezoning Site (from Oak Street Perspective)



Rear View of Rezoning Site (from Myrtle Street Perspective)



Inside View of Rezoning Site (Main Room)



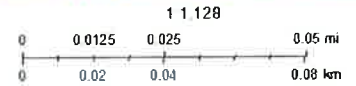
Existing Uses Location Map

ArcGIS Web Map



3/2/2020, 10:25:33 AM

- Kpt 911 Address
- Hivan 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



Web AppBuilder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	Zone: City R-1B Use: single family	n/a
Further North and Northwest	2	Zone: City R-1B Use: single family	n/a

East	3	<u>Zone: City B-3</u> <u>Use: future climate controlled storage</u>	n/a
Further East	4	<u>Zone: City B-3</u> <u>Use: business</u>	n/a
Southeast and South	5	<u>Zone: City B-3 and R-1B</u> <u>Use: vacant</u>	n/a
Further South	6	<u>Zone: City B-3</u> <u>Use: business</u>	n/a
West	7	<u>Zone: City B-3</u> <u>Use: commercial building</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal would permit a use unlike any adjacent uses. Both dormitory use and apartment use are principal uses in the proposed R-3 zone. Apartment use is the most prolific use in the City's R-3 zoning districts. It is important to consider all permitted uses in a proposed zone when making rezoning decisions.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** Potential exists for the proposal to adversely impact the use of adjacent and nearby property. Multifamily residential uses typically need on-site parking to accommodate stays of notably longer duration as compared to commercial uses. Additionally, eventual creation of a multifamily use on the property has potential to disrupt the essential character of the commercial district fronting and oriented toward E. Center Street.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property to be affected by the proposal has a reasonable economic use as currently zoned. The existing commercial zone for the property is the same commercial zone for all structures fronting or oriented toward E. Center St. in the vicinity of the rezoning site (B-3).
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-3 rezoning proposal does not conform to the 2030 Land Use Plan.

Proposed use: dormitory

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

5. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing structure on the property, which encompasses the entire parcel/ rezoning site, is not currently up to building code standards for residential use. It is understood, from speaking to the rezoning representative, that future improvements are being planned to bring the structure up to a form of residential code compliance.
6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to the existing conditions and similar to other B-3 zoned properties along E. Center Street.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-3 zone would create an isolated zoning district. Installation of an R-3 zone at this location would be akin to spot zoning, or the singling out of a parcel of land for use classification totally different from that of the surrounding area. The closest R-3 zone along E. Center Street contains the Maple Oak Apartments Building, located approximately 700 feet away from the rezoning site.

CONCLUSION

Staff recommends sending a NEGATIVE recommendation to the Board of Mayor and Aldermen to rezone from B-3 to R-3. The proposed R-3 zone for the site is not compatible with the 2030 Future Land Use Plan designation of retail/ commercial use. Additionally, installing an R-3 zone at this location is akin to spot zoning, or the singling out a parcel of land for use classification totally different from that of the surrounding area. It is staff's opinion that the property is zoned appropriately as is.



AGENDA ACTION FORM

Amend Zoning of Property Located at the Intersection of West Stone Drive and Netherland Inn Road from R-3 to B-3

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

Action Form No.: AF-157-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

- Conduct Public Hearing
- Approve Ordinance amending the zoning ordinance to rezone property located at the intersection of West Stone Drive and Netherland Inn Road from R-3 Low Density Apartment District to B-3 Highway Oriented Business District

Executive Summary:

This is an owner-requested rezoning of approximately 1.32 acres located at the intersection of West Stone Drive and Netherland Inn Road. The request is to rezone from R-3, Low Density Apartment District, to B-3, Highway Oriented Business District. The purpose of the request is to allow for further expansion of the commercial development that is occurring on surrounding property. The owner acquired the land from the adjacent property owner for further expansion.

No comments pertaining to this request have been received at this point. During their May 2020 regularly scheduled Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen. The basis for that recommendation was that the site fronts an arterial road which is suitable for commercial traffic and that the site is adjacent to other commercial/public uses which will not create a negative impact on the surrounding properties.

The notice of public hearing was published in the Kingsport Times News on June 1, 2020.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 16, 2020 to consider the rezoning for a portion of the West Park Development from R-3 District to B-3 District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 West Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Beginning at a point on the Southerly right of way line of Netherland Inn Road, corner to property of Carla L. Karst and G. Todd East; thence with the Southerly right of way line of Netherland Inn Road 3 calls : with a curve to the right with an arc length of 168.41' and a radius of 898.37' and a chord of S 70°09'01" E, 168.16' to a point; S 24°38'27" W, 14.93' to a point and S 64°46'47" E, 228.90' to a point, corner to property of Crossroads United Methodist Church; thence with Crossroads United Methodist Church 9 calls : S 25°13'59" W, 39.96' to a point; N 64°45'48" W, 15.63' to a point; S 44°50'14" W, 19.32' to a point; S 58°27'48" W, 53.25' to a point; S 54°03'42" W, 95.85' to a point; S 67°13'09" W, 74.80' to a point; N 2°32'10" W, 84.25' to a point; S 87°26'06" W, 78.03' to a point and S 87°22'11" W, 111.89' to a point, corner to property of Carla L. Karst and G. Todd East; thence with Carla L. Karst and G. Todd East N 15°57'39" E, 258.90' to the point of beginning, containing 1.64 acres (71,339.7 square feet).

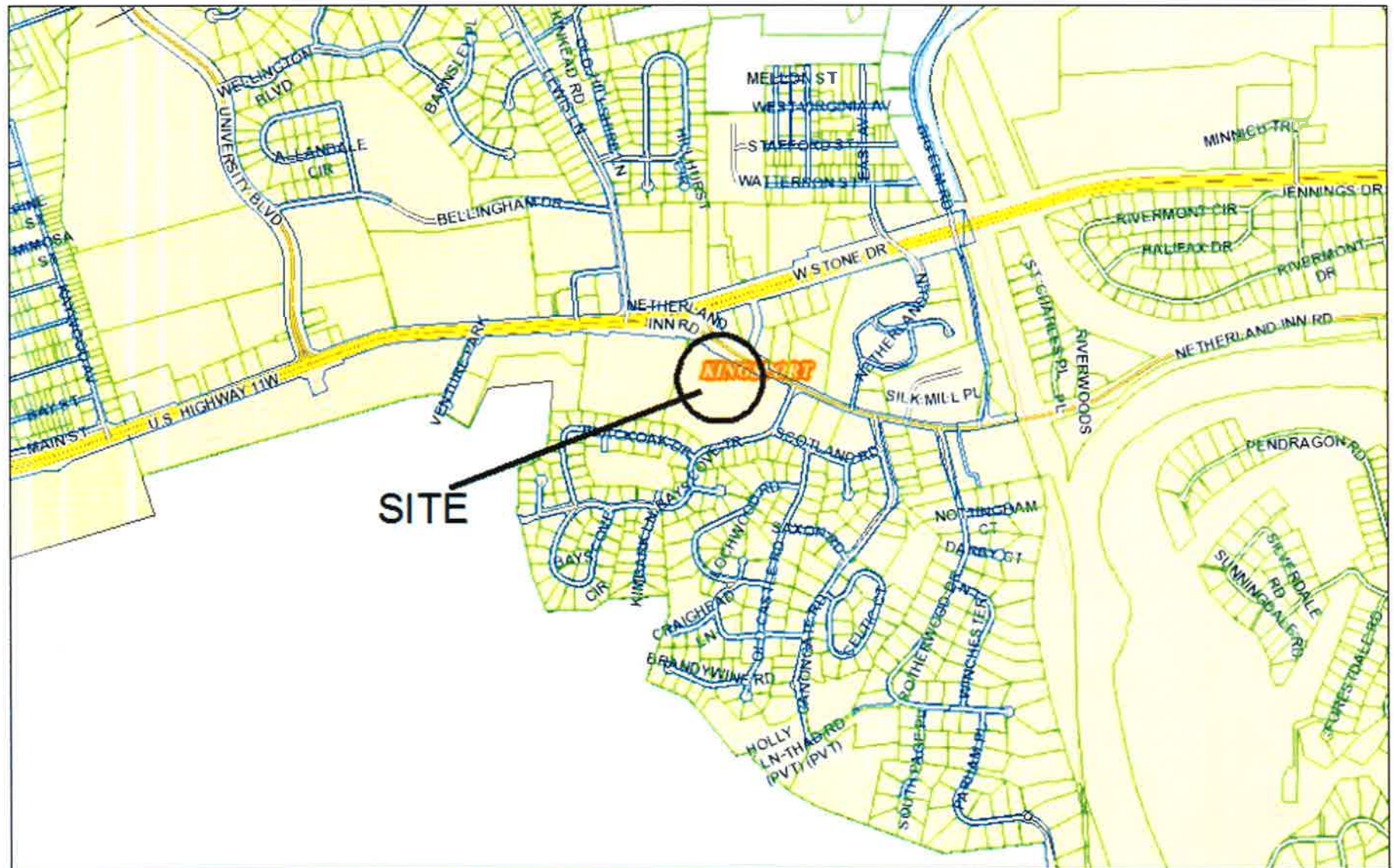
All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT

Angie Marshall, Deputy City Clerk

PIT: 6/1/20

Location



5/8/2020, 4:48:35 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

1:18,056



AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED AT THE INTERSECTION OF WEST STONE DRIVE AND NETHERLAND INN ROAD FROM R-3, LOW DENSITY APARTMENT DISTRICT TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7TH CIVIL DISTRICT OF HAWKINS COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located at the intersection of West Stone Drive and Netherland Inn Road from R-3, Low Density Apartment District to B-3, Highway Oriented Business District in the 7th Civil District of Hawkins County; said area to be rezoned being further and more particularly described as follows:

Beginning at a point on the Southerly right of way line of Netherland Inn Road, corner to property of Carla L. Karst and G. Todd East; thence with the Southerly right of way line of Netherland Inn Road 3 calls : with a curve to the right with an arc length of 168.41' and a radius of 898.37' and a chord of S 70°09'01" E, 168.16' to a point; S 24°38'27" W, 14.93' to a point and S 64°46'47" E, 228.90' to a point, corner to property of Crossroads United Methodist Church; thence with Crossroads United Methodist Church 9 calls : S 25°13'59" W, 39.96' to a point; N 64°45'48" W, 15.63' to a point; S 44°50'14" W, 19.32' to a point; S 58°27'48" W, 53.25' to a point; S 54°03'42" W, 95.85' to a point; S 67°13'09" W, 74.80' to a point; N 2°32'10" W, 84.25' to a point; S 87°26'06" W, 78.03' to a point and S 87°22'11" W, 111.89' to a point, corner to property of Carla L. Karst and G. Todd East; thence with Carla L. Karst and G. Todd East N 15°57'39" E, 258.90' to the point of beginning, containing 1.64 acres (71,339.7 square feet).

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

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

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 _____

Kingsport Regional Planning Commission
Rezoning Report

File Number 20-101-00002

West Park Rezoning

Property Information			
Address		West Stone Drive/Netherland Inn Road	
Tax Map, Group, Parcel		Part of Tax Map 22 Parcel 66	
Civil District		7	
Overlay District		Not applicable	
Land Use Designation		Public	
Acres		1.32 acres +/-	
Existing Use	Vacant	Existing Zoning	R-3
Proposed Use	Retail/Commercial	Proposed Zoning	B-3
Owner /Applicant Information			
Name: Carla Karst Address: 1504 Dobyns Drive City: Kingsport State: TN Zip Code: 37664 Email: karstland@gmail.com Phone Number: (423) 384-7001		Intent: <i>To rezone from R-3 to B-3 to allow for continuation of the West Park Commercial Development.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Alderman for the following reasons:</p> <ul style="list-style-type: none"> • <i>The rezoning site is adjacent to commercial zoning and commercial land use designations.</i> • <i>The rezoning site fronts on an arterial road</i> <p>Staff Field Notes and General Comments:</p> <ul style="list-style-type: none"> • <i>The site lies near the intersection of West Stone Drive and Netherland Inn Road</i> • <i>Letters were mailed to adjacent property owners within 300' of the rezoning site. No feedback has been received</i> • <i>The rezoning site will help facilitate the continuation of an existing commercial development</i> • <i>Access to the rezoning site is contained to an internal road servicing the development</i> 			
Planner:	Jessica Harmon	Date:	May 8, 2020
Planning Commission Action		Meeting Date:	May 21, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	West Stone Drive / Netherland Inn Road
DISTRICT	7
OVERLAY DISTRICT	Not Applicable
EXISTING ZONING	R-3 (Low Density Apartment District)
PROPOSED ZONING	B-3 (Highway Oriented Business District)
ACRES	1.32 +/-
EXISTING USE	Vacant
PROPOSED USE	Retail/Commercial

PETITIONER

ADDRESS **1504 Dobyns Drive Kingsport, TN 37664**

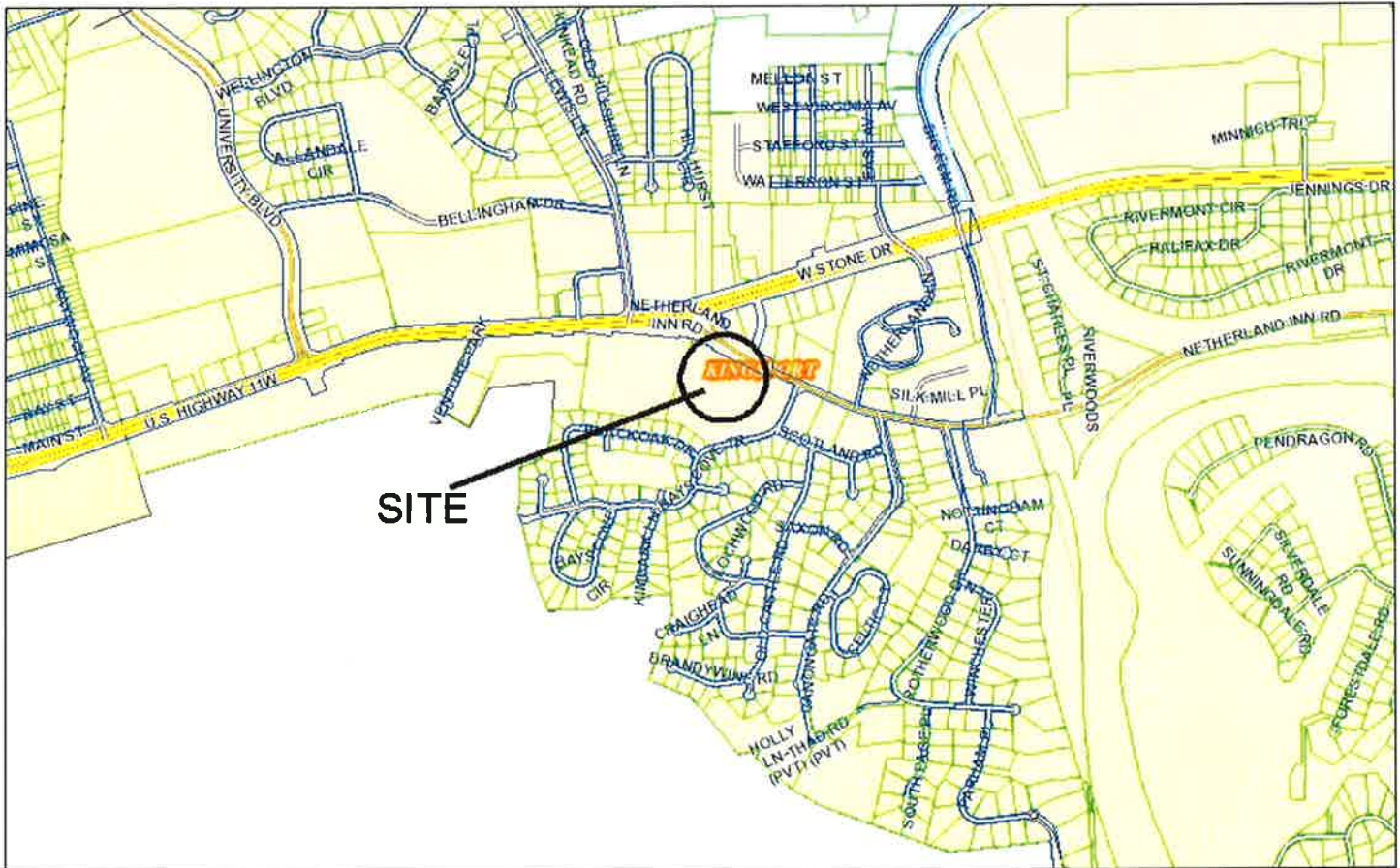
REPRESENTATIVE

PHONE **(423) 384-7001**

INTENT

The property currently sits vacant but is located in a new commercial development that is currently under construction. The petitioner is seeking to rezone the property from R-3 to B-3 so that he may continue expansion of this commercial district to coincide the with the road network he has constructed to access the property.

Location



5/8/2020, 4:48:35 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

1:18,056



Web AppBuilder for ArcGIS

File Number 20-101-00002

 Kpt 911 Address
  Parcel_Conflict
  River
  Hawkins County Parcels
  Parcels
  Street_ROW
  Sullivan County Parcels
  Parcels
  Street_ROW
  Lake_Pond
  Railroad_ROW
  Parcel_Conflict
  River



Web Address: www.angels.com

Future Land Use



Aerial w/Utilities



5/8/2020, 4:53:21 PM

- Kpt 911 Address

Sullivan County Parcels

Lake_Pond
- Parcel_Conflict

Parcels

Railroad_ROW
- River

Street_ROW

Parcel_Conflict
- Hawkins County Parcels

Lake_Pond

River
- Parcels

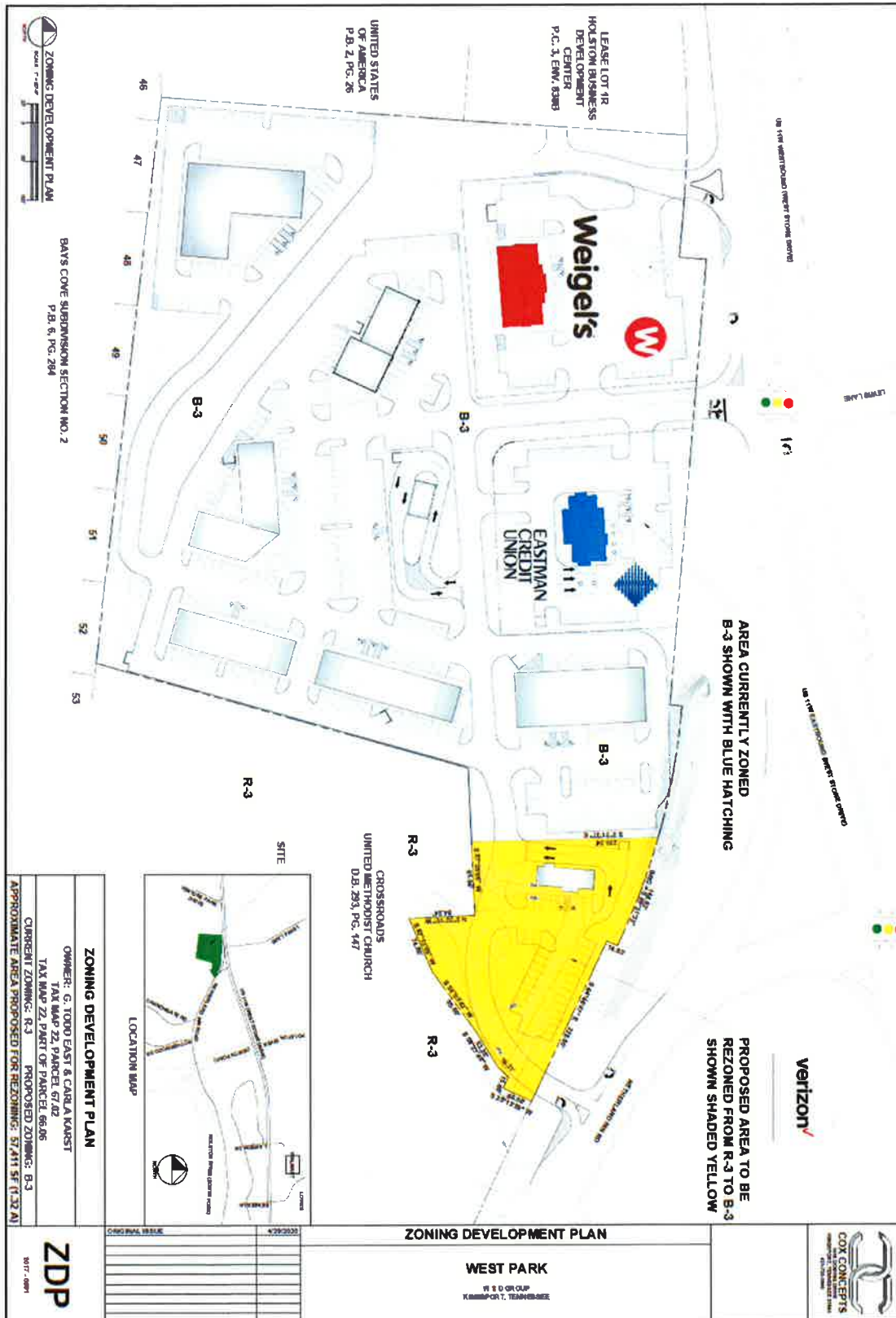
Railroad_ROW

River
- Street_ROW



Web AppBuilder for ArcGIS

Zoning Development Plan



Surrounding Properties



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Kpt 911 Address
Sullivan County Parcels
Lake_Pond

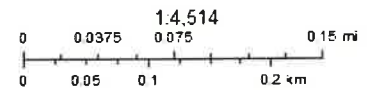
Parcel_Conflict
Parcels
Railroad_ROW

River
Street_ROW
Lake_Pond
Parcel_Conflict

Hawkins County Parcels
Lake_Pond
Parcel_Conflict

Parcels
Railroad_ROW
River

Street_ROW



Web AppBuilder for ArcGIS

Kingsport Regional Planning Commission

Rezoning Report

File Number 20-101-00002

Location	Parcel / Zoning Petition	Zoning / Name	History
North	1	<u>Zone: B-4P</u> Use: Utilities	Annexed in June of 1964 as part of the large Hawkins County Annexation
Northeast	2	<u>Zone: B-3</u> Use: Fast Food Restaurant	Annexed in June of 1964 as part of the large Hawkins County Annexation
Southeast	3	<u>Zone: R-3</u> Use: Church	Annexed in June of 1964 as part of the large Hawkins County Annexation
Southwest	4	<u>Zone: R-1B</u> Use: Single Family	Annexed in June of 1964 as part of the large Hawkins County Annexation
East	5	<u>Zone: M-2</u> Use: HAAP	Annexed in June of 1964 as part of the large Hawkins County Annexation
West	6	<u>Zone: A-1</u> Use: Allendale	Annexed in June of 1964 as part of the large Hawkins County Annexation

VIEW FROM NETHERLAND INN RD



Standards of Review

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit the same commercial type uses that surround the property on the majority of sides and across West Stone Drive.
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The adjacent and nearby property will not be adversely affected by the proposal. Adjacent property is zoned B-3 and R-3 (currently a church).
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a reasonable and increased economic use for the proposed zone.
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The owner has constructed a road to which all parcels will connect to, limiting access to the arterial streets.
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

Proposed use: Commercial

The Future Land Use Plan Map recommends: Public, while it does not conform, the uses are very similar in nature being open to the general public.

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The current conditions of the site support the rezoning. The developers of the commercial development have acquired property from the church property (zoned R-3). They have resubdivided to configure the newly acquired property into their development so the rezoning would make sense.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed. The zoning will permit uses consistent with the surrounding properties.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will not create an isolated district in that it is adjacent to commercial districts.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are appropriately drawn as is. The proposed boundaries are logical too, in regards to following the current property lines.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not allow a special privilege to an individual as contrasted to the general welfare.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to rezone from R-3 to B-3 based upon the rezoning site being adjacent to existing commercial districts and the nature of the constructed features on the site make for a logical boundary for rezoning.



AGENDA ACTION FORM

Annex and Adopt a Plan of Service for the Worthington Drive Annexation and Amend Zoning

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

Action Form No.: AF-158-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold Public Hearing
- Approve Resolution for the Worthington Drive Annexation
- Approve Ordinance amending the zoning ordinance for the Worthington Drive Annexation
- Approve Resolution adopting a plan of services for the annexation area

Executive Summary:

This is an owner-requested annexation of approximately 3.48 acres located at 205 Worthington Drive. The current county zone for the parcel is R-1 (Low Density Residential) and R-3B (Residential District). The proposed city zone for the area is R-1B (Single Family Residential District). The applicant is requesting annexation to take advantage of city schools. During their May regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board in support of the annexation, zoning, and plan of services for the site. The notice of public hearing was published on June 1, 2020.

Attachments:

1. Notice of Public Hearing
2. Resolution - Annexation
3. Ordinance - Zoning
4. Resolution – Plan of Services
5. Staff Report

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, June 16, 2020, to consider the annexation, zoning, and plan of services for the Worthington Drive annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately 250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
P1T: 06/01/2020

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WORTHINGTON DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 16th day of June 2020, and notice thereof published in the Kingsport Times-News on the 1st day of June 2020; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, pursuant to *Tenn. Code Ann.* § 6-51-104(a) the property owners of the affected territory have requested annexation of their property by the City of Kingsport by submitting written consent signed by the property owners to the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 16th day of June 2020, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is here-by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately

250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

SECTION II. That this resolution shall take effect thirty (30) days from and after the date of its adoption, the public welfare of the citizens of Kingsport, Tennessee requiring it.

ADOPTED this the 16th day of June 2020.

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG WORTHINGTON DRIVE FROM COUNTY R-1, LOW DENSITY RESIDENTIAL DISTRICT, AND COUNTY R-3B, RESIDENTIAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Worthington Drive from County R-1, Low Density Residential District, and County R-3B, Residential District, to R-1B, Residential District in the 13th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately 250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

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

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

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 _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
WORTHINGTON DRIVE ANNEXATION OF THE CITY OF
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Worthington Drive annexation was submitted to the Kingsport Regional Planning Commission on May 21, 2020, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held June 16, 2020; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on June 1, 2020; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Worthington Drive Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southern corner of parcel 20.10, Tax Map 91L; thence in a northeasterly direction, approximately 425 feet to a point, said point being the eastern corner of parcel 20.10 in common with the northern corner of parcel 22; thence in a northwesterly direction, approximately 388 feet to a point, said point being the western corner of parcel 26; thence in a northwesterly direction, approximately 136 feet to a point, said point being in common with the southern right-of-way of Worthington Drive; thence in a southwesterly direction, following the southern right-of-way of Worthington Drive, approximately 50 feet to a point, said point being the southern right-of-way of Worthington Drive in common with the northern corner of parcel 20; thence in a southeasterly direction, approximately 199 feet to a point, said point being the eastern corner of parcel 20; thence in a southwesterly direction, approximately 250 feet to a point, said point being the western corner of parcel 20.10; thence in a southeasterly direction, approximately 381 feet to the point of BEGINNING, and being all of

parcel 20.10, Group B Tax Maps 091E and 091L as shown on the August 2019 Sullivan County Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Worthington Drive Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation resolution for the annexation area, the said Plan of Services to be as follows:

**Worthington Drive Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs

including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- D. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- E. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.

- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

Electric service in this area is currently under the jurisdiction of American Electric Power and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer serves the annexation site.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure

Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation.

10. Zoning Services

- A. The area will be zoned R-1B (Single Family Residential).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 16th day of June 2020.

PATRICK W. SHULL
Mayor

ATTEST:

SIDNEY H. COX
City Recorder

APPROVED AS TO FORM:

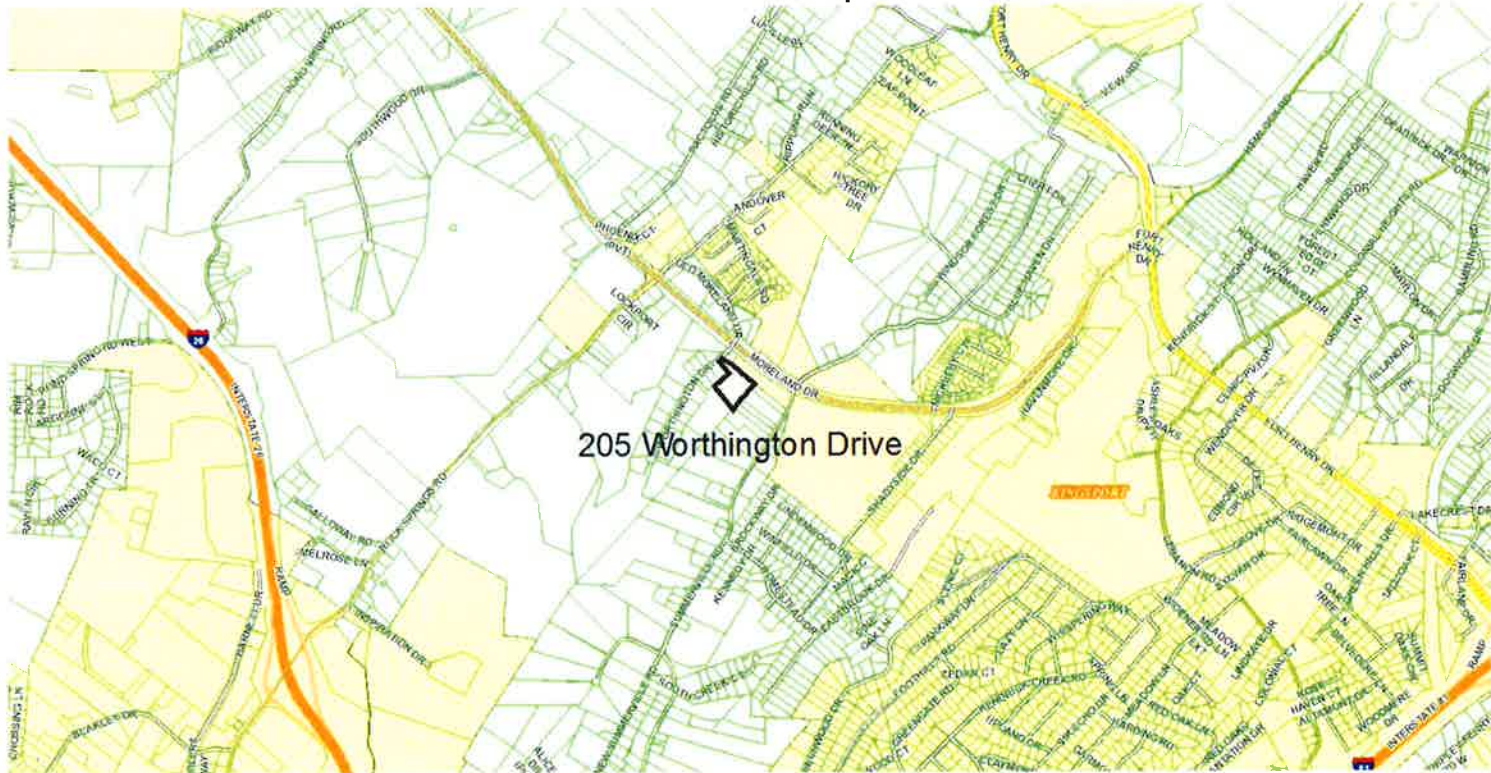
J. MICHAEL BILLINGSLEY
City Attorney

Kingsport Regional Planning Commission
Annexation Report

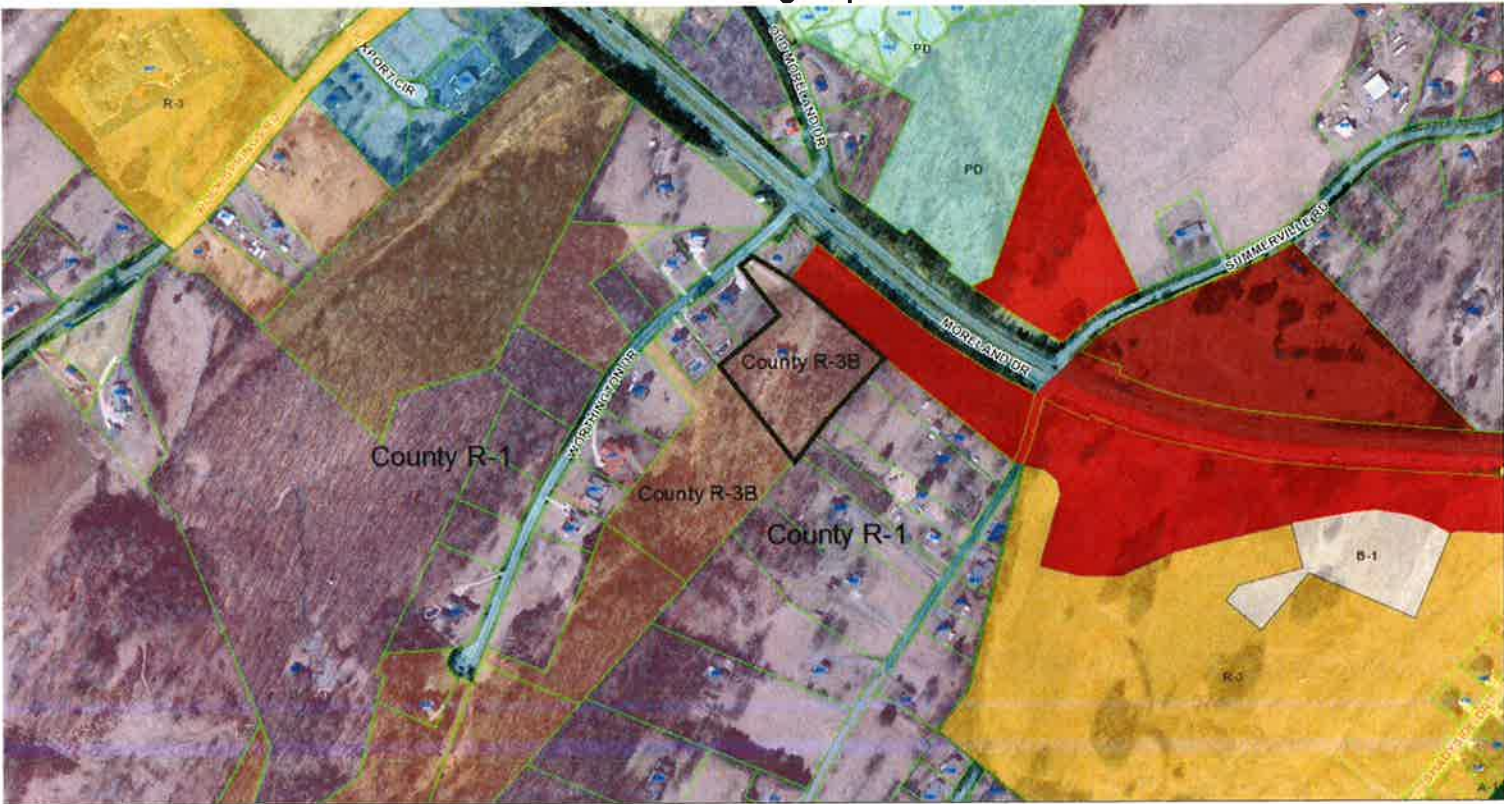
File Number 20-301-00001

Property Information	205 Worthington Drive Annexation		
Address	205 Worthington Drive		
Tax Map, Group, Parcel	Tax Map 91E, Group B, Parcel 20.10		
Civil District	13 th		
Overlay District	n/a		
Land Use Plan Designation	Single Family Residential		
Acres	3.48 +/-		
Existing Use	Single Family	Existing Zoning	County R-1 & R-3B
Proposed Use	Single Family	Proposed Zoning	City R-1B
Owner Information		Owner Information	
Name: Rachael Kerney Address: 205 Worthington Drive City: Kingsport State: TN Zip Code: 37663 Email: rae.raekerney@gmail.com Phone Number: 423.963.0503			
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.</i> • <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation submitted by Ms. Rachael Kerney. The reason for the request is for city school availability. The property is served with both city water and sewer. The annexation proposal conforms with the annexation policy. The parcel is a part of the Worthington Subdivision.</p>			
Planner:	Jessica Harmon	Date:	April 21, 2020
Planning Commission Action		Meeting Date:	May 21, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Location Map



Zoning Map



Future Land Use Map



View of Annexation Site from Worthington Drive



Cost

205 Worthington Dr

Cost Estimate/ tax records as of April 2020

Revenues	One Time	Reoccurring (annual)
Property Taxes	X	\$1634
State Shared	X	\$300
Stormwater	X	\$42
Water & Sewer Rev (loss) *	X	\$(465)
Total		\$1,511

\$317,200 appraisal

\$100.00 x 3 residents

5,000 gallon/month avg
(rate reductions)

Expenses	One Time	Reoccurring (annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	0.00	0.00
Capital Budget		
Water	\$2,500.00	0.00
Sewer	0.00	0.00
Streets	0.00	0.00
Subtotal	0.00	0.00
Grand Total	\$2,500	\$0

1 hydrant

Google Earth Aerial



CONCLUSION

The Kingsport Planning Division recommends sending a favorable recommendation to the Board of Mayor and Alderman for the annexation, zoning, and Plan of Services for the Seaver Road Annexation based on the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



AGENDA ACTION FORM

Adopt the Citizen Participation Plan and Amend the 2019 Annual Action Plan for the Community Development Block Grant Program

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

Action Form No.: AF-156-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

- Conduct Public Hearing
- Approve Resolution Adopting Citizen Participation Plan
- Approve Resolution Amending 2019 Annual Action Plan

Executive Summary:

To receive Community Development Block Grant funds, the City of Kingsport must establish a Citizen Participation Plan and submit an Annual Action Plan which describes the strategies, objectives, projects and activities for funding under the program. The 2019 Annual Action Plan was approved by the Board of Mayor and Aldermen at their May 7, 2019 regular business meeting. The Citizen Participation Plan is being adopted and advises on how the City of Kingsport should go about soliciting public input as it relates to the CDBG program. Also included in that plan are the waivers allowed under the Cares Act – including a reduced public comment period and the provision for virtual meetings.

Under the CARES Act, the City of Kingsport has received an allocation of \$249,332 in funding to respond to the growing effects of the COVID-19 public health crisis. These funds must be used for COVID-19 related activities and should relate to topics serving low to moderate income individuals. Amendments to the Annual Action Plan to allocate this additional funding are being proposed. The funding has been proposed for use to provide shelter and a safe place to promote social distancing for those who are currently unsheltered. Also, requests from Salvation Army of Kingsport and Second Harvest Food Bank have been received to aid in continuation of services to those who are in need.

The CARES Act provided for additional flexibility in the grant process. The public comment period for amendments to the Annual Action Plan was reduced from 30 days to 5 days. A notice of public hearing was published June 8th-June 12th to advertise for public comment on the plan and public hearing at the Board of Mayor and Aldermen meeting.

Attachments:

1. Notice of Public Hearing
2. Resolution adopting the Citizen Participation Plan
3. Resolution amending the 2019 Annual Action Plan
4. Amended Community Participation Plan
5. Amended 2019 Annual Action Plan

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 16, 2020 to consider an amendment to the 2019 Community Development Block Grant Program and amendments to the Citizen Participation Plan. This additional funding was authorized by U.S. department of Housing and Urban Development (HUD) through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) to respond to the growing effects of this historic public health crisis. The Care Act will provide an additional \$249,332 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the City of Kingsport, Tennessee. In order for the city to allocate these funds, a substantial amendment is necessary to amend the city's 2019 Annual Action Plan and the Citizen Participation Plan to allow the funds to be used during the program year. The 30 day comment period has been waived, and no less than five days are now provided for public comments. The use of these funds is outlined in the 2019 action plan substantial amendment or CDBG-CV and fund allocations are planned to be used for public services, business development and administration.

The meeting will be available via livestream on the city website (www.kingsporttn.gov). Viewers can watch by clicking on the 'Livestream Video' box on the homepage. The meeting will also air on Charter channel 192.

The public is invited to offer comments concerning the proposed use of funds. Written or oral comments should be submitted to Jeff McKittrick, Grant & Redevelopment Manager, Kingsport Housing & Redevelopment Authority, 906 E. Sevier Ave, Kingsport, TN 37660 or 423-245-0135 or by emailing jeffmckittrick@kingsporthousing.org. There will be a five day comment period of June 8 – June 12, 2020. Activities funded by CDBG programs must contribute to the goals and objectives of the consolidated plan and meet all federal requirements.

If citizens would like to attend the meeting, the courtroom has a limited physical capacity of 16. Once the courtroom is full, the public is welcome to wait in the lobby until it is their turn to give their public comment. We encourage you to register to attend the meeting at the following link: <https://bit.ly/2U97l3j>

Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

CITY OF KINGSPORT

Angie Marshall, Deputy City Recorder

PIT: 6/8/20 – 6/12/20

RESOLUTION NO. _____

A RESOLUTION ADOPTING A COMMUNITY DEVELOPMENT
BLOCK GRANT CITIZEN PARTICIPATION PLAN AND
AUTHORIZING THE MAYOR TO EXECUTE AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE CITIZEN PARTICIPATION PLAN

WHEREAS, to receive Community Development Block Grant (CDBG) funds, the city must establish a Citizen Participation Plan; and

WHEREAS, the Citizen Participation Plan advises on how the city should go about soliciting public input as it relates to the CDBG program, and also includes the waivers allowed under the Cares Act – including a reduced public comment period and the provision for virtual meetings; and

Now therefore,

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

SECTION I. That a Community Development Block Grant (CDBG) Citizen Participation Plan is adopted as follows:

City of Kingsport Citizen Participation Plan
COVID-19 / CARES ACT

1.0 PURPOSE

The City of Kingsport Tennessee Community Development Citizen Participation Plan represents a document and program that will actively seek the advice and input of the citizens of Kingsport, Tennessee, in the preparation, administration and implementation of the Consolidated Plan. The Citizen Participation Plan shall be in compliance with Section 91.105 of the Department of Housing and Urban Development Final Rule and 24 CFR Part 5. The express purpose of this Plan is to develop mechanisms to ensure the citizens of Kingsport Tennessee have an opportunity for ongoing citizen participation. It is also intended to establish procedures through which the Community Development staff and officials of Kingsport Tennessee may solicit and receive input from citizens, nonprofit organizations, and other interested parties and to give them an adequate opportunity to review and comment on the Community Development program and the goals, objectives and projects in the Consolidated Plan/Action Plan. The City shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance expected to be received (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income.

2.0 METHODS OF APPROACH

Several approaches or techniques will be utilized to implement the Citizen Participation Plan. All methods shall retain the primary purpose of soliciting and receiving citizen input on the Community Development program, goals, objectives and projects.

Development of the Consolidated Plan/Action Plan

*The CARES Act made available additional funding in Community Development Block Grant Coronavirus (CDBG-CV) funds. The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual HUD 2019/City's FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date. In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and HUD fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to

coronavirus. These edits do not change current citizen participation policies but have been modified to allow for necessary expedited actions during times of declared disaster or emergencies.

The City shall encourage, in conjunction with consultation with public housing authorities, the participation of residents of public and assisted-housing developments in the process of developing and implementing the Consolidated Plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The City staff shall contact other City departments, local agencies and organizations to assist in the identification of housing and Community Development needs, review proposed use of funds, and review program performance.

Public Hearings

The City of Kingsport, Tennessee, will conduct two Public Hearings each fiscal year. At each Public Hearing the citizens of Kingsport, Tennessee, will be invited to participate for the purpose of obtaining their views, as well as those of public agencies and other interested parties. The Public Hearings will identify housing and community development needs, review proposed uses of funds, and review program performance for Kingsport's Community Development Programs.

*If virtual hearings are used, real-time responses and accommodation for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible. Also, the virtual hearing method will only be used in lieu of an in-person hearing if national or local health authorities recommend social distancing and limit public gatherings for public health reasons.

1. Prior to the drafting of the Consolidated Plan, the City of Kingsport will conduct a Public Hearing. This hearing will be advertised at least two weeks prior to the meeting in the local newspaper of general circulation in large print. The purpose of the Public Hearing will be to obtain the views of citizens, public agencies and other interested parties regarding the identification of housing and community development needs within the City of Kingsport and to respond to proposals and comments received from citizens. Interested parties are encouraged to comment on the Consolidated Plan at this Public Hearing or within thirty (30) days following the Public Hearing.

2. A second Public Hearing will be conducted by the Board of Mayor and Aldermen in late spring. This hearing will be advertised at least two weeks prior to the meeting in the local newspaper of general circulation in. The notice will include information that includes the amount of assistance expected to be received (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income. Citizen comments on the proposed Consolidated Plan (housing and community development needs and development of proposed activities) that have been received in writing or by telephone will be addressed, as well as any from those attending this meeting. The Board of Mayor and Aldermen will adopt the proposed Plan at this meeting. Once the proposed Consolidated Plan is drafted, it will also be made available at the Kingsport Public Library with information directing interested parties to the City Hall 225 W. Center St. Kingsport, Tennessee, where free copies of the complete Consolidated Plan may be obtained.

*For projects utilizing CDBG funding under HUD FY 2019-2020/City FY 2020- 2021, and the CARES Act CDBG-CV funding, the City of Kingsport may provide a 5-day notice/comment period for proposed amendments necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

Performance Reports

Citizens shall be given reasonable notice and an opportunity to comment on performance reports. Notice of a Public Hearing shall be placed in the local newspaper of general circulation in large print allowing a fifteen-day comment period on the Performance Report. Any comments or views of citizens received in writing or orally shall be considered, summarized and attached to the Performance Report.

Once the Annual Performance Report is drafted, it will also be made available at the Kingsport Public Library with information directing interested parties to City Hall where free copies may be obtained.

Provisions for Participation

Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Kingsport welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City utilizes a Citizen Advisory Committee, through which review and allocation of funding of various specific projects and activities are decided. Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community and faith based organizations, health care providers, KHRA, Appalachian Regional Coalition on Homelessness, City and County Departments of Social Services, and school system are encouraged to become involved in the planning process. City staff will ensure participation activities

are designed to provide for and encourage participation at all stages of the planning, development, and evaluation of housing and community development programs by all those who may be affected or wish to be involved in the process. Efforts will be made to assure that minorities, non English-speaking persons, as well as persons with mobility, visual or hearing impairment have adequate assistance required to fully participate in the process. Anyone needing special assistance or interpretation may make special arrangements by contacting the Kingsport Housing and Redevelopment Authority at (423) 378-2923. The Citizen Participation Plan guarantees the availability of information and technical assistance for the citizens, public agencies and other interested parties, including those most affected to have the opportunity to receive information, review and submit comments on the proposed Consolidated Plan/Action Plan including the estimates of amounts of funds available and the estimated amount proposed to benefit low, very low, and extremely low income residents. The City shall also provide citizens, public agencies and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan/Action Plan and the use of assistance during the preceding five years per Section 91.105(h) of the Final Rule. Community Development information can be procured from the Kingsport Housing and Redevelopment Office at 906 E. Sevier Avenue Kingsport, TN 37662 (423) 378-2923

Displacement

Plans to minimize displacement and assist those displaced as a result of these activities shall be made available to all citizens, public agencies and other interested parties. Displacement shall be minimized by working with citizens to provide adequate housing through the Home Ownership Program. Where voluntary acquisition is involved, the HUD-approved City Acquisition and Relocation Guidelines (attached) shall be invoked; where involuntary acquisition is involved, the Federal Acquisition and Relocation Guidelines shall be invoked.

3.0 COMMUNITY-WIDE AND PROJECT AREA ACTIVITIES

The City of Kingsport Tennessee staff will disseminate project information to any interested citizens. The City of Kingsport Tennessee Citizen Participation Plan will utilize citizen input, and citizen groups to provide ongoing opportunity to comment on the Community Development program, goals, objectives and projects in keeping with the scope of the Consolidated Plan. The City staff will ensure that special procedures will be utilized to assist low and moderate income persons, elderly, handicapped, and non-English-speaking persons serving on or attending meetings dealing with Community Development issues and to afford them access to information and materials concerning the Consolidated Plan.

4.0 COMPLAINTS

The City of Kingsport Tennessee shall take appropriate and practicable measures to resolve complaints from citizens when received by correspondence or telephone call with regard to the Consolidated Plan, amendments and Performance Report. The City shall provide a timely, substantive written response to every written citizen complaint within fifteen (15) working days.

5.0 AMENDMENTS

Prior to the adoption of any substantial change, citizens shall be given reasonable notice and an opportunity to comment on substantial amendments. A change to the Consolidated Plan will not be considered as a substantial amendment unless the change results in the elimination of a category of activity not included in the Consolidated Plan, the elimination or addition of a targeted area of service, a change in the category of beneficiary or eligibility criteria, a substantial change in the method of distribution of funds (a transfer exceeding twenty percent of the annual grant) as described in the Consolidated Plan or a change in the allocation of priorities established by the Plan. Any substantial change shall be advertised in the local newspaper of general circulation. A period of time, not less than 30 days, shall be designated in which to receive comments on the substantial change before such amendment is implemented. Any comments or views of citizens, received in writing or orally, regarding a substantial amendment shall be summarized, with both positive and negative viewpoints, and such summary shall be attached to the substantial amendment of the Consolidated Plan.

*The CARES Act made available additional funding in Community Development Block Grant Coronavirus (CDBG-CV) funds. The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual HUD FY2019 /City's FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date. In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and HUD fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when

necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus. These edits do not change current citizen participation policies but have been modified to allow for necessary expedited actions during times of declared disaster or emergencies.

6.0 PLAN AMENDMENT

This Plan may be amended from time to time in order to enhance the process for encouraging constructive citizen participation in the Comprehensive Plan program, goals, objectives and projects. Prior to publication of this Plan and/or substantial amendment, the citizens of Kingsport, Tennessee, nonprofit organizations, public agencies and other interested parties shall be invited to comment on the Plan/Amendments by notification in the Kingsport Times News , a newspaper of general circulation. This Plan will be made public in a format accessible to persons with disabilities, upon request.

*For projects utilizing CDBG funding under HUD FY 2019-2020/City FY 2020- 2021, and the CARES Act CDBG-CV funding, the Bristol, TN City may provide a 5-day notice/comment period for proposed amendments necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The City of Kingsport Tennessee is fully committed to the use of the Citizen Participation Plan.

Will be considered for approval by the Kingsport, TN Board of Mayor and Aldermen at a public meeting on June 16, 2020

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 16th day of June 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT
BLOCK GRANT 2019 ANNUAL ACTION PLAN AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS
NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE
OF THE ANNUAL ACTION PLAN

WHEREAS, in May, 2019, the board approved a 2019 Annual Action Plan in order to receive Community Development Block Grant (CDBG) funds; and

WHEREAS, the Annual Action Plan describes the strategies, objectives, projects and activities for funding under the program; and

WHEREAS, under the CARES Act, the city has received an allocation of \$249,332.00 in funding to respond to the growing effects of the COVID-19 public health crisis, which must be used for COVID-19 related activities and should relate to topics serving low to moderate income individuals.

WHEREAS, the amendments to the 2019 Annual Action Plan sets out how to allocate this additional funding.

Now therefore,

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

SECTION I. That the Amendment to the Community Development Block Grant (CDBG) 2019 Annual Action Plan is approved and adopted as set out attached as Exhibit 1 and incorporated herein by reference.

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.

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ATTEST:

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APPROVED AS TO FORM:

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City of Kingsport Citizen Participation Plan

COVID-19 / CARES ACT Update in red

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views of citizens, received in writing or orally, regarding a substantial amendment shall be summarized, with both positive and negative viewpoints, and such summary shall be attached to the substantial amendment of the Consolidated Plan.

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The City of Kingsport Tennessee is fully committed to the use of the Citizen Participation Plan.

Will be considered for approval by the Kingsport, TN Board of Mayor and Aldermen at a public meeting on June 16, 2020

EXHIBIT 1
2019 Annual Action Plan, as Amended
for the
Community Development Block Grant Funds
Pursuant to the CARES Act, June, 2020

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

This section discusses the City of Kingsport's Annual Action Plan for the 2019 Program Year.

In the areas of strategy relative to goals, objectives and outcomes in housing, the City aligns with those presented for the Consortium as a whole and plans its CDBG Entitlement funds accordingly. The City's contribution to the Plan also discusses and outlines its strategies relative to the provision of public services, public facilities and participation in homeless services.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

As stated above, the objectives and outcomes identified in the Consortium's Consolidated Plan are part and parcel of those pursued by the City in its Annual Action Plan, especially as they relate to housing. Again, the Strategic Plan discussion includes some specific non-housing goals, objectives and outcomes to be pursued by the City and may be found in Section SP-45 of the Strategic Plan and AP-20 of the Annual Action Plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

During the life of the most recent consolidated plan the CD program has been successful in addressing the needs, goals, and objectives outlined in the plan. The program has developed adequate systems for working with local community agencies in delivering public services to low and moderate-income citizens, especially youth and senior populations. Stream-lining of housing rehabilitation services has been effective in broadening outreach to underserved homeowners.

Administratively, HUD monitoring reviews and internal audits indicated good performance. The program has consistently met or exceeded performance requirements as defined by annual timeliness tests with sharpened understanding of IDIS draw down and reporting requirements, update accomplishment data has greatly improved.

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4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Coordination with federal and local agencies, along with non-profit and for-profit organizations providing services to the low- and very-low income in the community is essential for the effectiveness of the CDBG program. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Kingsport welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City utilizes a Citizen Advisory Committee, through which review and allocation of funding of various specific projects and activities are decided. Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community and faith based organizations, health care providers, KHRA, Appalachian Regional Coalition on Homelessness, City and County Departments of Social Services, and school system are encouraged to become involved in the planning process. The City provides translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plan have been placed in City Hall, KHRA and in local library branches. Notices of public meetings and hearings have been published in local newspapers. As a member of the Northeast TN/Southwest VA HOME Consortium, the City of Kingsport participated in the all the citizen participation process points undertaken by the Consortium at large. The City participated in the planning and implementation of the seven step approach described in the Consortium's Citizen Participation response at "PR-15 Citizen Participation" of the overall Consolidated Plan. These processes assisted the City in developing its specific Annual Action Plan. In addition to the seven step approach, the City conducted two additional Public Meetings at which citizen participation was solicited. The first was held in conjunction with a May 6 work session of the Kingsport Board of Mayor and Aldermen. The second public meeting was a Public Hearing held in conjunction with the City's May 7 regular meeting of Board of Mayor and Aldermen at which the board considered the Annual Action Plan. About 25 citizens attended the meeting, but offered no comment or input. These meetings are noted in the section below.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

EXHIBIT 1
2019 Annual Action Plan, as Amended
for the
Community Development Block Grant Funds
Pursuant to the CARES Act, June, 2020

As noted above, about 25 citizens participated in the public hearing process. However, no citizens offered comments.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were not accepted.

7. Summary

The Citizens Participation and Consultation process exceeded the base requirements of the most recent Citizen Participation Plan for the Consortium as well as the Plan which the City of Kingsport utilizes for its own jurisdiction. All comments received were accepted, reviewed and used in the development of the Consolidated Plan. The Consortium, as well as the City of Kingsport, will continue to tweak and revise its ongoing citizen participation strategy to, hopefully, continue to open up the process and encourage more intense participation by those affected by the activities described in this plan, as well as the general population of the jurisdiction.

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PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		City of Kingsport, TN Community Development

Table 1 – Responsible Agencies

Narrative

The Community Development Department of the City of Kingsport is the agency responsible for the development and implementation of CDBG Entitlement Funds described in the Consolidated Plan.

Consolidated Plan Public Contact Information

Jeff McKittrick, Grants & Redevelopment Manager

Kingsport Housing & Redevelopment

906 E. Sevier Avenue

Kingsport, TN 37662

423-378-2923

EXHIBIT 1
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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Coordination with federal and local agencies, along with non-profit and for-profit organizations providing services to the low- and very-low income in the community is essential for the effectiveness of the CDBG program. Consultation with the community and affected service providers is a fundamental component of the Consolidated Plan and Action Plan process. The City of Kingsport welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City utilizes a Citizen Advisory Committee. Low- and low-moderate income persons, persons with disabilities, minorities and non-English speaking persons are encouraged to participate in the planning process. Additionally, residents of public housing and other assisted housing are encouraged to voice their needs and their opinions on the participating jurisdictions' current and future direction. Other stakeholders consulted in this plan include community and faith based organizations, health care providers, KHRA, Appalachian Regional Coalition on Homelessness, City and County Departments of Social Services, and school system are encouraged to become involved in the planning process. The City provides translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plan have been placed in City Hall, KHRA and in local library branches. Notices of public meetings and hearings have been published in local newspapers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

To ensure the participation of and coordination between public and private agencies, the City's staff is frequently involved in various activities with the agencies and regularly attends meetings that address community needs. Remaining in close contact with vital housing and service providers, either in person or by phone, gives staff and the agencies a better understanding of current and changing needs. The City of Kingsport works diligently to keep abreast of issues that exist or that may arise that affect our homeless, special needs, and/or low-income residents. Some of the agencies contacted include: Kingsport Housing and Redevelopment Authority, local health departments, social/human service agencies, United Way, Salvation Army, ARCH, Legal Aid Society, various divisions of the Planning department, including Code Enforcement and Inspections. Within the past year, the City has begun regular consultation with the Board of Directors and staff of the Tennessee Housing Development Agency, with former City staff elected to the THDA Board.

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Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

City of Kingsport staff attend regular meetings of the region's Continuum of Care administered by the Appalachian Regional Coalition on Homelessness. ARCH is comprised of a group of agencies that focus on issues pertaining to all aspects of homelessness.

Often homelessness issues cross state lines so coordination between the two Continuums as well as coordination with the HOME Consortium is essential to efforts to provide services to the homeless and those at risk of becoming homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

As stated above, Community Development staff will be serving on the ARCH Board of Directors which appoints committee membership that review ESG funding allocations and opportunities, as well as approving performance standards, policies and procedures for HMIS and other Continuum interests relative to ESG and other homeless assistance programs.

2. Agencies, groups, organizations and others who participated in the process and consultations

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	KHRA
	Agency/Group/Organization Type	PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	KHRA and the City staff have regular (at least monthly) meetings at which all areas of service and needs are discussed. Continuous improvements in services and outreach are discussed.

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2	Agency/Group/Organization	ARCH
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff attend monthly meetings and other planning meetings with staff. ARCH staff provided direct comments and input on the Consolidated Plan.

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3	Agency/Group/Organization	City of Kingsport
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development office is part of the City's Planning staff. Other Planning staff have direct, daily input.
4	Agency/Group/Organization	United Way of Greater Kingsport
	Agency/Group/Organization Type	Business and Civic Leaders Foundation
	What section of the Plan was addressed by Consultation?	Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Kingsport is member and integral participant in United Way. Staff regularly consult concerning community needs.

Identify any Agency Types not consulted and provide rationale for not consulting

Staff is not aware of any agencies that were not contacted to participate in the Consolidated Plan preparation.

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	ARCH	ARCH has provided direct response for the Strategic Plan.

Table 3 - Other local / regional / federal planning efforts

Narrative

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AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

As a member of the Northeast TN/Southwest VA HOME Consortium, the City of Kingsport participated in all the citizen participation process points undertaken by the Consortium at large. The City participated in the planning and implementation of the seven step approach described in the Consortium's Citizen Participation response at "PR-15 Citizen Participation" of the overall Consolidated Plan. These processes assisted the City in developing its specific Annual Action Plan. In addition to the seven step approach, the City conducted two additional Public Meetings at which citizen participation was solicited. The first was held in conjunction with the regular April Meeting of the Kingsport Regional Planning Commission. The second public meeting was a Public Hearing held in conjunction with the City's May regular meeting of Board of Mayor and Aldermen at which the board considered the Annual Action Plan. About 45 citizens attended the meeting, but offered no comment or input. These meetings are noted in the section below.

It should be further noted that, because of delay in the FY2019 appropriation process through the United States Congress, and subsequent delay in notification to the City from HUD concerning specific funding allocation amounts for annual planning purposes, the City was unable to publish definite funding planning amounts for public comment. However, during the planning and citizen participation process, the City developed plans and project funding schemes based on Program Year 2018 CDBG funding amounts. As part of the citizen participation process, these "projected" amounts were published with an explanation that the specific project funding amounts were subject to adjustment upon notification from HUD relative to allocation amounts. Citizens were advised that the City planned to adjust each project funding amount proportionally to the final allocation amount difference, if any, for Program Year 2019.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>This was a public meeting held by the City's Board of Mayor and Aldermen. 2 persons attended, who represented an applying CDBG agency.</p>	<p>None.</p>		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>This was a public hearing held by the Board of Mayor and Aldermen. About 25 citizens attended.</p>	<p>No comments or response was offered.</p>		

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The following outlines the Federal resources (CDBG) anticipated by the City of Kingsport as an entitlement city.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	391,364	2,000	0	393,364	0	
Other	public - federal	Other	249,332	0	0	249,332	0	CDBG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will leverage other funds which address some of the housing and non-housing priority needs

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identified. CDBG funds will leverage local, private funds and volunteer efforts for the KAHHR program which provides emergency repair for low income households. Public service agencies receive various supports from the City government and pursue and receive significant amounts of grant money from federal, state governments and private foundations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As previously indicated, KHRA is in the process of a Choice Neighborhoods Initiative which involves review of the Midtown neighborhood. The initiative involves study of publically-owned housing (Lee Public Housing Apartments) which is managed by Kingsport Housing and Redevelopment Authority.

Discussion

The City anticipates continued qualification and certification as an entitlement city under the Community Development Block Grant (CDBG) program administered by the Department of Housing and Urban Development (HUD). The City annually plans for these funds and attempts to match them as closely as possible to perceived and voiced (public comment) needs. To every extent possible, the City allocates these funds with the maximum impact possible and attempts to leverage them as much as possible.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2015	2020	Non-Housing Community Development		Public Services	CDBG: \$35,000	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
3	Decent, Safe and Affordable Housing	2015	2019	Affordable Housing		Decent, Safe and Affordable Housing	CDBG: \$160,092	Homeowner Housing Rehabilitated: 20 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Services
	Goal Description	The City plans to provide CDBG funds to Public Services agencies who server low and moderate income persons and families.
3	Goal Name	Decent, Safe and Affordable Housing
	Goal Description	The City plans to provide rehabilitation and emergency repair to approximately 20 houses within the program year.

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The following represents the projects for which the City of Kingsport received input through consultation with community groups, City departments and citizens. The planning allocations, originally, were projected amounts shared through the planning and citizen participation process which included notification that the amounts are subject to adjustment upon notification from HUD of the City's CDBG allocation. The funding amounts for the following projects have been adjusted as indicated in the citizen participation process.

#	Project Name
1	KAHR Program
4	Community Enrichment
5	Code Enforcement
6	HOPE VI/108 Loan
7	Program administration
8	CV-Homeless
9	CV-Salvation Army
10	CV-Second Harvest Food Bank

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

As stated above, project funding decisions were based on citizen, community interest group and City department input with the backdrop of the 2015 Consolidated Plan goals and priorities descriptions.

CV-CARES ACT - Services were decided after consultation with city officials and other civic groups who made request for funding.

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AP-38 Project Summary

Project Summary Information

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1	Project Name	KAHR Program
	Target Area	
	Goals Supported	Decent, Safe and Affordable Housing
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$160,092
	Description	Rehabilitation and emergency repair for low and moderate income households.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	City-wide.
	Planned Activities	Rehabilitation and emergency repair.
2	Project Name	Community Enrichment
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$35,000
	Description	Cultural and educational enrichment program for low and moderate income, minority youth.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	300 families are expected to be provided community enrichment services.
	Location Description	
	Planned Activities	Programs to encourage educational and cultural opportunities for low and moderate income, minority youth.
3	Project Name	Code Enforcement
	Target Area	

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	Goals Supported	Decent, Safe and Affordable Housing
	Needs Addressed	Decent, Safe and Affordable Housing
	Funding	CDBG: \$50,000
	Description	Code enforcement for low and moderate income housing in the city.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Code enforcement inspections.
4	Project Name	HOPE VI/108 Loan
	Target Area	
	Goals Supported	
	Needs Addressed	Public Facilities
	Funding	CDBG: \$70,000
	Description	Installment for 108 loan supporting the 2008 HOPE VI project.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	108 Installment.
5	Project Name	Program administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$78,272
	Description	Program administration.

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	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Program administration.
6	Project Name	CV-Homeless
	Target Area	
	Goals Supported	Public Services Decent, Safe and Affordable Housing
	Needs Addressed	Public Services Decent, Safe and Affordable Housing
	Funding	CDBG-CV: \$100,000
	Description	To provide hotel rooms for those who are street homeless to contain and prevent the spread of the Coronavirus. Homeless individuals and families will be housed in hotel for up to 15 weeks in phase 1. Clients will be provided case management services by social worker employed by the Kingsport Police Department, and a homeless liaison employed by the United Way of Greater Kingsport.
	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that at least 35 individuals will be assisted
	Location Description	Kingsport
	Planned Activities	Street homeless individuals and families will be assisted by providing hotel rooms to help contain and prevent the spread of the Coronavirus. Clients will be provided with case management services through the Kingsport Police Departments Social Worker, and the United Way of Greater Kingsport's homeless liaison.
7	Project Name	CV-Salvation Army
	Target Area	

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	Goals Supported	Public Services
	Needs Addressed	Public Services Decent, Safe and Affordable Housing
	Funding	CDBG-CV: \$25,000
	Description	Salvation Army provides shelter and meals to those in need in the community. Funding will support continued shelter operations. The Salvation Army lost significant revenue stream due to the Coronavirus when they had to close the thrift store they operated.
	Target Date	9/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that at least 35 individuals will be assisted through the service of meals while they are at the hotel. It is estimated that 15 individuals and families will be assisted by utilizing the Salvation Army shelter for overnight stays.
	Location Description	Kingsport Salvation Army, and Americourt Hotel
	Planned Activities	Provide meals to clients housed at the Americourt Hotel. Provide overnight shelter services to homeless individuals or families.
8	Project Name	CV-Second Harvest Food Bank
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$25,000
	Description	Second Harvest food bank serves the area by providing food and meals throughout the Kingsport area. Over 5,400 people are served each month by Second Harvest. Due to the Coronavirus Second Harvest has seen an increase in requested services. They have also lost donations due to the closing of restaurants.
	Target Date	9/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Second Harvest Food Bank provides over 4,000 meals each month the Kingsport area. During this time with schools not being in session the food bank is providing meal services to schoolchildren in the area. All families that benefit are low income.
	Location Description	Kingsport

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Planned Activities	<p>Second Harvest Food Bank operates a fixed location where residents can go to pick-up food. They also operate multiple mobile food pantries in the area where residents can pick-up food.</p> <p>Second Harvest has seen a substantial increase in client's who are seeking to utilize their services. This is likely caused by the closing down of non-essential businesses. The food bank also seen a decrease in donations due to the same reasons.</p>
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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Although the project is not awarded funding based on any specific geographic priority, the only project which includes activities restricted to a geographic area is the Community Enrichment program. Some of these activities are targeted to the South Central jurisdiction which includes specific sections of Census Tracts 402 and 404. These areas are ones in which a significant percentage are low-income and minority populations.

KHRA Learning Centers funding, if awarded funding for 2019, while not restricted necessarily to any recognizable geographically delineated area, is utilized within public housing developments and the neighborhoods surrounding them. These developments are spread throughout the city.

All other activities are city-wide.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As indicated above, the City's funding priorities are not based on any delineated geographic area.

Discussion

In years past, the City of Kingsport undertook its CDBG program in certain qualified target areas in the City. Several neighborhoods were transformed as a result. These include Highland, Old Kingsport, Rotherwood Heights, Gibsontown and other smaller areas. As funding has decreased over the years, it has become increasingly difficult to allocate funds in target areas with significant impact. This has driven the City to offer funding to public service agencies and housing rehabilitation clients on a city-wide basis.

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AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

There is a definite correlation between the rising cost of land, building materials and development costs as it relates to the lack of affordable housing in the Consortium area. All three of these factors have had a hand in driving up the cost of housing in the Consortium area putting it out of reach to the vast majority of low and moderate-income households. The Consortium members administer a number of ordinances and regulations that may in some ways be considered obstacles to affordable housing; however, each represents an integral part of administration for the greater good of the community.

The following regulations, codes and policies were examined and determined necessary elements for city-wide planning for public safety and welfare. However, as noted each incorporates some degree of impediments to affordable housing:

1. Zoning Regulations
2. Subdivision Regulations
3. New Home Construction Costs
4. Unsafe Building Abatement Code
5. Property Taxes – City and County
6. Utility Board Restrictions
7. Southern Building Codes/ BOCA
8. Code Enforcement
9. Unfunded Mandates
10. Poor Credit History
11. Inadequate Paying Jobs

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return

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on residential investment

Efforts to remove barriers to affordable housing include the following:

- Continuation of the Fair Housing Program to assure that every citizen has equal access to housing opportunities. Fair Housing Resolutions will be adopted declaring April Fair Housing Month. Bristol, Tennessee participates in a media project designed to enhance public awareness of Fair Housing laws. Johnson City conducts workshops, advertising and a complaint referral network to educate both providers of housing and those needing housing in our local community. Bristol, Virginia advertises on a local free public tv channel.
- Land Use Controls - Planning Commissions will continue working to implement land-use controls that promote housing development in a safe, efficient manner that is harmonious with existing neighborhoods.
- Zoning Ordinance - Board of Zoning Appeals shall monitor requests for zoning variances due to hardships imposed by specific zoning regulations to determine if existing regulations are unreasonable.
- Building Codes - Continue to monitor the International Building Code and BOCA for changes in restrictions which might be extraordinary and potentially unreasonable.
- Infrastructure Requirements - The Planning and Engineering Departments will scrutinize the impact of infrastructure costs, along with utility fees and subdivision design requirements on the provision of affordable housing.

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AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section discusses other actions to be addressed by the Community Development office of the City of Kingsport.

Actions planned to address obstacles to meeting underserved needs

In Spring 2017, the NET/SWV HOME Consortium completed an update to the jurisdiction's Analysis of Impediments to Fair Housing. This analysis identified several issues including obstacles to meeting underserved needs. Below are plans to address some of those obstacles:

- *The City of Kingsport has previously adopted a Fair Housing Ordinance that prohibits discrimination in housing practices and incorporates provisions of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988. The documents include protection for all citizens regardless of race, color, sex, religion, national origin, disability or familial status. The distribution of the "Fair Housing, It's Your Right" occurs with contacts with CDBG and other program beneficiaries. Fair Housing complaints are received and attended by the Community Development office of the City. As inquiries and complaints are received, they are reviewed and, as appropriate, either forwarded to the Fair Housing office of HUD, the Tennessee Human Rights Commission, or to Legal Services of Upper East Tennessee office which provides fair housing advocacy and counseling. Community Development also provides the locally produced "About Renting" booklet which provides valuable information regarding fair housing rights and remedies. City Community Development staff participates with the Legal Services of Upper East Tennessee staff in providing fair housing training to the staff of the Kingsport Housing and Redevelopment Authority. KHRA staff are traditional points of contact with populations identified as particularly prone to fair housing concerns. Community Development staff also provide Fair Housing information to the Kingsport Ministerial Alliance who are also points of contact with persons who tend to have some fair housing issues. The City will be continuing to strengthen and/or expand its cooperative relationship with the two new agencies previously mentioned in the Annual Plan, "Sons and Daughters of Douglass Association" and "HOPE". While previous outreach resulted in awareness of new programs and consideration of funding, Community Development hopes to continue development of a better coordinated approach and build on this new relationship as a vehicle to raise awareness of minority needs in the community at large. Community Development staff has been working with City Planning staff to ensure inclusion of non-discrimination and Fair Housing rights language in various communications the City Planning Department staff produce and distribute to citizens during development proposals. Staff believes that development projects generate a heightened awareness among affected citizenry and these would be excellent times to communicate*

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discrimination and Fair Housing rights.

Actions planned to foster and maintain affordable housing

The City of Kingsport continues to offer rehabilitation and emergency repair to low and moderate income home-owners in the City on a city-wide basis. The City believes this program not only provides decent, safer and more accessible housing for those families and individuals in need, but overall helps maintain an affordable housing stock for the city.

Actions planned to reduce lead-based paint hazards

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. The number of units targeted for rehabilitation or emergency repair is 20.

Actions planned to reduce the number of poverty-level families

Employment opportunities are the key to reducing the number of households living in poverty. Many times a lack of education and/or skills training for many adults limit their employment potential. Improving the economy within the Consortium area is an essential element in the anti-poverty strategy. Kingsport's Economic Development Task Force, Bristol, Tennessee's Industrial Development Board, Bristol, Virginia's Economic Development Committee, and Johnson City's Economic Development Board all are working to increase opportunities for families living in poverty.

In June 2004, the Sullivan County Economic Development Partnership was formed. It is composed of the cities of Bluff City, Bristol, Kingsport and Sullivan County, Tennessee. The Partnership is a governmental entity that consolidates the economic development program for all of Sullivan County. This entity is charged to establish, coordinate and implement a comprehensive economic development agency whose purpose is to develop and implement an overall economic development strategic plan. The Partnership seeks to stimulate development in new manufacturing and services, existing businesses, retail destinations/venues, small business and startups and support hospitality and tourism.

Objectives used to meet this goal involve the use of federal funds for homeownership assistance,

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rehabilitation of housing, infrastructure improvement, utility tap fees and PSAs to educate the general public about fair housing choice. Efforts will be coordinated with the local Housing Authorities Comprehensive Grant programs to provide rental units for low-income elderly, handicapped and families.

Actions planned to develop institutional structure

There are no proposals to change the existing Institutional Structure. The Kingsport Housing and Redevelopment Authority is not considered a “troubled” public housing agency and most of the other public and social service agencies in the Kingsport area are very well organized and strong. Actions to improve the structure will be taken, as they become apparent.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has a tradition of supporting Public Service agencies with Federal and local funding. In 2019/2020, Community Development proposes to fund agencies which perform Public Service functions which serve low and moderate income persons in the City. The maximum amount available for Public Service funding is \$35,000. The Community Development office will receive applications from local agencies as part of the regular funding cycle. As part of the application process, Community Development staff will be providing specialized training to agencies which apply to ensure all CDBG regulations are adequately explained, goals and priorities of the Consolidated Plan are considered and funding agreement compliance issues may be enumerated. Specific requests submitted will be reviewed and evaluated by the Community Development Advisory Committee for performance and community needs assessment, presented to the Board of Mayor and Aldermen for review and approval for final allocation assignments.

HOPE VI – For Program Year 2019, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000

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CDBG funds per year for 20 years to support this proposal.

Discussion

While the City of Kingsport is a regional leader in economic development strategies, the Community Development Block Grant program is not regularly utilized for these efforts. Although not directly related to the creation of jobs, per se, the CDBG program does support the Riverview Employment Outreach program which, as described in the above paragraph, connects low income persons with jobs available in the area.

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Pursuant to the CARES Act, June, 2020
Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |



AGENDA ACTION FORM

Appropriate \$75,845 from the U.S. Department of Justice for the Coronavirus Emergency Supplemental Funding Program Grant #2020-H1999-TN-VD

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

Action Form No.: AF-160-2020
 Work Session: June 15, 2020
 First Reading: June 16, 2020

Final Adoption: July 7, 2020
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Ordinance.

Executive Summary:

On April 7, 2020 via AF-89-2020, the Board of Mayor and Aldermen approved the Mayor executing any and all documents necessary to apply for and receive a Department of Justice Coronavirus Emergency Supplemental Funding Program grant. We have been notified that we were approved for \$75,845.00 in grant funds. The grant will be utilized to "...prevent, prepare for, and respond to the coronavirus...." specifically as reimbursement to the city for monies already spent and in the future for, but not limited to, PPE, disinfectant solutions and equipment to be utilized in response to the Coronavirus.

There are no matching fund requirements.

Attachments:

1. Budget Ordinance

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	—	—	—

PRE-FILED
CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET 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 Projects-Special Revenue Fund budget be amended by appropriating grant funds received from the Department of Justice to the Coronavirus Aid Program project (NC2022) in the amount of \$75,845.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Projects-Special Revenue Fund: 111</u>			
<u>Revenues:</u>			
<u>Coronavirus Aid Program (NC2022)</u>	\$	\$	\$
111-0000-337.38-00 U S Department of Justice	0	75,845	75,845
Totals:	0	75,845	75,845
<u>Expenditures:</u>	\$	\$	\$
111-0000-601.30-20 Operating Supplies & Tools	0	75,845	75,845
Totals:	0	75,845	75,845

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

PATRICK W. SHULL, Mayor

ATTEST:

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

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: *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*

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



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: *SC*

	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

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	—	—	—



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: *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*

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSFORT, 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 KINGSFORT, 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

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: *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	—	—	—



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: *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. *JAC*

	<u>Y</u>	<u>N</u>	<u>O</u>
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

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: *SK*

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



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
Total Revenues	\$463,329	Total Expenditures	\$463,329

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

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: *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: *EO*

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



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

Expenditure

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

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

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: *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	—	—	—



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: *CM*

	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

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

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

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

Adopt the FY 20-21 School Public Law 93-380 Grant Project Fund Budget

To: Board of Mayor and Aldermen
 From: Chris McCartt, 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: McCartt, 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: *gm*

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	—	—	—



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 McCartt, 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: McCartt, 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

Revenues	Original Budget
Federal Grants	<u>\$ 5,434,808</u>
Total Revenues	<u>\$ 5,434,808</u>
Expenditures	Original Budget
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>
Total Expenditures	<u>\$ 5,434,808</u>

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: *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: *OK*

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



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*

	<u>Y</u>	<u>N</u>	<u>O</u>
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>
COMMUNITY DEVELOPMENT FUND			
Appropriation			
CD2101	CDBG Administration		
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
CD2104	KAHR Program		
124-0000-603-1010	Salaries	\$ 33,284	
124-0000-603-4023	Grants	\$104,808	
124-0000-331-1000	Community Development Block Grant		\$ 138,092
CD2105	Community Enrichment		
124-0000-603-4023	Grants	\$ 47,477	
124-0000-331-1000	Community Development Block Grant		\$ 47,477
CD2125	Code Enforcement		
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:

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

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: *(Signature)*

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



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
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Recommendation:

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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: *[Signature]*

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	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/<Decr></u>	<u>New Budget</u>
<u>General Project Fund: 311</u>			
<u>Border Reg Rd Improvemnts (GP1228)</u>			
<u>Revenues:</u>	\$	\$	\$
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
Totals:	841,830	530,911	1,372,741
<u>Expenditures:</u>	\$	\$	\$
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
Totals:	841,830	530,911	1,372,741
<u>Main Street Improvements (GP1516)</u>			
<u>Revenues:</u>	\$	\$	\$
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
Totals:	1,879,631	4,523,221	6,402,852
<u>Expenditures:</u>	\$	\$	\$
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
Totals:	1,879,631	4,523,221	6,402,852

Riverport Rd Stabilize (GP1723)**Revenues:**

	\$	\$	\$
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
Totals:	606,372	(64,034)	542,338

Expenditures:

	\$	\$	\$
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
Totals:	606,372	(64,034)	542,338

Signal Pole Upgrades (GP1808)**Revenues:**

	\$	\$	\$
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
Totals:	308,367	64,034	372,401

Expenditures:

	\$	\$	\$
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
Totals:	308,367	64,034	372,401

Street Lights (GP1809)**Revenues:**

	\$	\$	\$
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
Totals:	156,976	(35,000)	121,976

Expenditures:

	\$	\$	\$
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
Totals:	156,976	(35,000)	121,976

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
Totals:	335,000	10,017	345,017

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
Totals:	335,000	10,017	345,017

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
Totals:	2,675,377	(1,325,190)	1,350,187

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
Totals:	2,675,377	(1,325,190)	1,350,187

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
Totals:	8,010	(6,941)	1,069

Expenditures:

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

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
Totals:	855,200	6,941	862,141

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
Totals:	855,200	6,941	862,141

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
Totals:	440,000	35,098	475,098

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
Totals:	440,000	35,098	475,098

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
Totals:	711,114	(693,550)	17,564

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
Totals:	711,114	(693,550)	17,564

Bays Mtn Animal Habitats (GP1905)

<u>Revenues:</u>	\$	\$	\$
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
Totals:	276,181	(270,000)	6,181

<u>Expenditures:</u>	\$	\$	\$
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
Totals:	276,181	(270,000)	6,181

Bays Mtn Planetarium Impr (GP1906)

<u>Revenues:</u>	\$	\$	\$
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
Totals:	270,508	963,550	1,234,058

<u>Expenditures:</u>	\$	\$	\$
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
Totals:	270,508	963,550	1,234,058

General Projects (GP1750)

<u>Revenues:</u>	\$	\$	\$
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
Totals:	655,573	(54,000)	601,573

<u>Expenditures:</u>	\$	\$	\$
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
Totals:	655,573	(54,000)	601,573

Bays Mtn Amphitheatre (GP2035)**Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	54,000	54,000
Totals:	0	54,000	54,000

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	0	54,000	54,000
Totals:	0	54,000	54,000

Transit Garage (GP1727)**Revenues:**

	\$	\$	\$
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
Totals:	161,458	705,000	866,458

Expenditures:

	\$	\$	\$
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
Totals:	161,458	705,000	866,458

General Fund: 110**Expenditures:**

	\$	\$	\$
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
Totals:	5,035,617	0	5,035,617

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

	<u>Budget</u>	<u>Incr/<Decr></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
Totals:	18,000	5,100	23,100

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
Totals:	18,000	5,100	23,100

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

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

Expenditures:

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

Building Software (NC2021)**Revenues:**

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

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
Totals:	0	252,000	252,000

Solid Waste Fund: 415**Expenditures:**

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

Expenditures:

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

Account Number/Description:**Solid Waste Project Fund: 455****Landfill New Cell Construction (DL1500)****Revenues:**

455-0000-391.05-30 2014 A GO Bonds

Totals:**Budget****Incr/<Decr>****New Budget**

\$

\$

\$

2,500,000

(484,264)

2,015,736

2,500,000**(484,264)****2,015,736****Expenditures:**

455-0000-601.20-23 Arch/Eng/Landscaping Serv

455-0000-601.90-01 Land

455-0000-601.90-03 Improvements

Totals:

\$

\$

\$

262,755

83,657

346,412

1,670,245

(475,996)

1,194,249

567,000

(91,925)

475,075

2,500,000**(484,264)****2,015,736****Landfill New Cell Construction (DL2000)****Revenues:**

455-0000-391.05-30 2014 A GO Bonds

455-0000-391.13-00 From Solidwaste Mgmt Fund

Totals:

\$

\$

\$

0

484,264

484,264

0

615,736

615,736

0**1,100,000****1,100,000****Expenditures:**

455-0000-601.20-23 Arch/Eng/Landscaping Serv

455-0000-601.90-01 Land

455-0000-601.90-03 Improvements

Totals:

\$

\$

\$

0

100,000

100,000

0

800,000

800,000

0

200,000

200,000

0**1,100,000****2,015,736****Account Number/Description:****Water Project Fund: 451****WTP Improvements (WA1505)****Revenues:**

451-0000-391.05-31 2014 B GO Bonds

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

Totals:**Budget****Incr/<Decr>****New Budget**

\$

\$

\$

297,361

(23,925)

273,436

400,000

(201,375)

198,625

697,361**(225,300)****472,061****Expenditures:**

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

451-0000-605.90-03 Improvements

Totals:

\$

\$

\$

203,937

(23,900)

180,037

493,424

(201,400)

292,024

697,361**(225,300)****472,061**

Fire Protection Upgrades (WA1902)

<u>Revenues:</u>		\$	\$	\$
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
Totals:		1,807,502	(42,000)	1,765,502

<u>Expenditures:</u>		\$	\$	\$
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
Totals:		1,807,502	(42,000)	1,765,502

Water SCADA Improvements (WA1700)

<u>Revenues:</u>		\$	\$	\$
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
Totals:		2,915,424	1,100,000	4,015,424

<u>Expenditures:</u>		\$	\$	\$
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
Totals:		2,915,424	1,100,000	4,015,424

WTP Chemical Feed (WA1900)

<u>Revenues:</u>		\$	\$	\$
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
Totals:		4,504,600	(4,504,600)	0

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

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

451-0000-391.05-48	GO Bonds Series 2018 B	\$	\$	\$
		400,000	700,000	1,100,000
	Totals:	400,000	700,000	1,100,000

Expenditures:

451-0000-605.90-03	Improvements	\$	\$	\$
		400,000	700,000	1,100,000
	Totals:	400,000	700,000	1,100,000

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

451-0000-391.05-48	GO Bonds Series 2018 B	\$	\$	\$
		0	404,600	404,600
451-0000-391.05-56	Series 2019 GO Improve	1,500,000	295,400	1,795,400
	Totals:	1,500,000	700,000	2,200,000

Expenditures:

451-0000-605.20-23	Arch/Eng/Landscaping Serv	\$	\$	\$
		1,500,000	0	1,500,000
451-0000-605.90-03	Improvements	0	700,000	700,000
	Totals:	1,500,000	700,000	2,200,000

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

451-0000-391.05-48	GO Bonds Series 2018 B	\$	\$	\$
		125,000	0	125,000
451-0000-391.05-56	Series 2019 GO Improve	0	301,900	301,900
	Totals:	125,000	301,900	426,900

Expenditures:

451-0000-605.20-23	Arch/Eng/Landscaping Serv	\$	\$	\$
		115,000	301,900	416,900
451-0000-605.90-03	Improvements	10,000	0	10,000
	Totals:	125,000	301,900	426,900

Meter Replacements (WA2008)**Revenues:**

451-0000-391.05-56	Series 2019 GO Improve	\$	\$	\$
		0	1,000,000	1,000,000
	Totals:	0	1,000,000	1,000,000

Expenditures:

451-0000-605.90-03	Improvements	\$	\$	\$
		0	1,000,000	1,000,000
	Totals:	0	1,000,000	1,000,000

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

451-0000-391.05-56 Series 2019 GO Improve

Totals:

\$	\$	\$
0	890,000	890,000
0	890,000	890,000

Expenditures:

451-0000-605.90-03 Improvements

Totals:

\$	\$	\$
0	890,000	890,000
0	890,000	890,000

WTP Equipment (WA2010)**Revenues:**

451-0000-391.05-56 Series 2019 GO Improve

Totals:

\$	\$	\$
0	80,000	80,000
0	80,000	80,000

Expenditures:

451-0000-605.90-04 Equipment

Totals:

\$	\$	\$
0	80,000	80,000
0	80,000	80,000

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

452-0000-391.05-45 Series 2016 GO (Nov 4)

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
300,000	(23,241)	276,759
300,000	(23,241)	276,759

Expenditures:

452-0000-606.90-01 Land

Totals:

\$	\$	\$
300,000	(23,241)	276,759
300,000	(23,241)	276,759

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

452-0000-391.05-47 Series 2017 B GO Bonds

Totals:

\$	\$	\$
3,500,000	(615,000)	2,885,000
3,500,000	(615,000)	2,885,000

Expenditures:

452-0000-606.20-23 Arch/Eng/Landscaping Serv

452-0000-606.90-01 Land

452-0000-606.90-03 Improvements

Totals:

\$	\$	\$
462,000	(108,200)	353,800
200,000	(128,100)	71,900
2,838,000	(378,700)	2,459,300
3,500,000	(615,000)	2,885,000

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

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

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
Totals:		367,183	(91,000)	276,183

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
Totals:		1,614,102	(611,000)	1,003,102

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
Totals:		1,614,102	(611,000)	1,003,102

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

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

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
Totals:		500,000	237,000	737,000

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
Totals:	796,900	(475,000)	321,900

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
Totals:	796,900	(475,000)	321,900

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
Totals:	525,000	(135,100)	389,900

Expenditures:

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

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
Totals:	0	1,550,041	1,550,041

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
Totals:	0	1,550,041	1,550,041

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

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

Expenditures:

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

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 Fee Resolution for FY 2021 Fees and Charges Provided for in the City Code

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

Action Form No.: AF-153-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Angie Marshall
 Presentation By: Chris McCartt

Recommendation:

Approve the Fee Resolution.

Executive Summary:

This proposed resolution incorporates revisions based on changes made to **Chapter 54 – Library**, **Chapter 66 – Parks and Recreation** and **Chapter 86 – Solid Waste**. The attached word document highlights the amended language and fees. Staff recommends the Board of Mayor and Aldermen formally approve this resolution to set FY21 fees and charges accordingly.

Attachments:

1. Summary of Changes
2. Fee Resolution

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

Summary of Changes

Chapter 54 – Library

A. Library User Fees

1. Non-resident fee, per year No charge
2. Overdue fines
 - (a) Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item)..... \$0.20
 - (b) Charge per day each video/DVD (max. \$5.00 each video/DVD)..... \$1.00
 - (c) Charge per hour each non-circulating item..... \$0.25
 - (d) Charge per day each Storytelling Kit (max. \$20.00 each kit)..... \$2.00
 - (e) Charge per day each Playaway View \$5.00
 - (f) Charge if Playaway View is returned anywhere but to Library staff \$5.00
 - (g) Charge if Playaway View is returned uncharged \$2.00
 - (New fee)..... (h) Charge per day each video game (max \$5.00 each video game)... \$1.00

Chapter 66 – Parks and Recreation

B. Kingsport Renaissance Center

*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:

(1) Fees are per hour.

(2) 3-hour minimum rental. Plus base fee = 1 hour rental.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$13.00
230	Meeting Room	23 x 30	\$13.00
231	Gallery	23 x 30	\$13.00
232	Gallery	23 x 30	\$13.00
239	Exhibit/Meeting	23 x 46	\$20.00
302	Dance Studio	23 x 45	\$20.00
310	Rehearsal Hall	36 x 54	\$22.00

2. Specialty Areas

(a) Gymnasium, per hour (2 hour minimum) \$20.00

(b) Theatre, per hour (3-hour minimum)..... \$25.00

Theater rentals shall be subject to the following conditions:

(1) Rental of the theater includes use of the house lights only.

(2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.

(c) First Floor Courtyard (3-hour minimum)..... \$20.00

(d) Second and Third Floor Atriums (3-hour minimum) \$20.00

(1) Rental must be in conjunction with another room rental

(2) Certain activities may be restricted.

(e) Dining Room, per hour (3-hour minimum)..... \$20.00

(Language Added)..... *At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

G. Athletics

1. Adult Basketball and Softball League Programs.....\$350.00 to \$400.00
 Non-Resident fee per person \$10.00-\$15.00
 Maximum Non-Resident fee per team\$50.00
2. Youth Baseball and Softball League Programs.....\$250.00 to \$300.00
 Non-Resident fee per person \$10.00-\$15.00
 Maximum Non-Resident fee per team\$50.00
3. Tournaments Fee, per youth team.....\$75.00-\$100.00
4. Basketball, 3 on 3 leagues
 (a) Entry Fee, per team..... \$75.00
 (b) Non-City resident fee, per person \$2.00
5. Volleyball
 (a) Leagues - Indoor, per team \$100.00
 (1) Non-City resident fee, per person..... \$10.00-\$15.00
 (2) Maximum Non-Resident fee per team.....\$50.00
 (b) Outdoor Leagues and Tournaments
 (1) Triples \$45.00
 (2) Doubles..... \$30.00
 (3) Quads \$60.00
 Non-resident fee per person for leagues.....\$2.00
6. Adult Soccer
 (a) Entry fee, per person \$30.00
 (b) Non-City resident fee, per person \$10.00-\$15.00
 (c) Maximum Non-Resident fee per team.....\$50.00
7. Adult Flag Football
 (a) Entry fee, per team \$300-\$350
 (b) Non-City resident fee, per person \$10.00-\$15.00
 (c) Maximum Non-Resident fee per team.....\$50.00
8. Adult Dodgeball
 (a) Entry fee, per team \$85.00
 (b) Non-City resident fee, per person \$10.00-\$15.00
 (c) Maximum Non-Resident fee per team.....\$50.00
9. Tennis Instruction
 (a) Adults (19 and over), per session - City resident fee .. \$30.00-\$100.00
 Non-City resident fee, per session..... \$5.00
 (b) Children/teens (under 19), per session - City resident fee\$20.00-\$80.00
 Non-City resident fee, per session..... \$5.00
 (c) Youth Tennis League Program - City resident fee..... \$15.00-\$60.00
 Non-City resident fee..... \$5.00
10. Tennis Tournament
 (a) Entry fee, singles..... \$10.00-\$20.00
 (b) Entry fee, doubles \$16.00-\$24.00
11. Tennis Courts Rental
 (a) Individually per 1½ hour \$18.00
 (b) 2 courts per 4-hour block, Monday-Friday \$50.00
 (c) 2 courts per 8 to 12-hour block, Saturday-Sunday \$65.00
 (d) 4 courts per 4-hour block, Monday-Friday \$70.00
 (e) 4 courts per 8 to 12-hour block, Saturday-Sunday \$85.00
 (f) Vendor Fee for events with Sales/Tickets..... \$15.00
12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee).....\$250.00-\$300.00
13. Athletic Field Rental and Equipment

NOTE: Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Department Manager

- (a) Softball/Baseball field rental, per day per field
(excludes concession rights)(12-hour maximum)..... \$85.00-\$100
 - (1) Each additional hour after 12..... \$15.00
 - (2) Use of lights, per day per field \$15.00
- (b) Soccer field rental, per day per field
(excludes concession rights)(12-hour maximum) \$50.00-\$75.00
 - (1) Each additional hour after 12) \$15.00-\$25.00
 - (2) Use of lights, per day per field \$15.00-\$25.00
 - (3) Fee, per team (tournaments, scrimmages, practices) .. \$15.00-\$25.00
- (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)
 - (1) Per hour, per field (excludes concession rights) \$15.00-\$25.00
 - (2) Use of lights, per hour per field..... \$ 5.00
- (d) Use of Parking Lot at Athletic Facilities for Special Events
(Use of restroom facilities included)..... \$100.00-\$150.00
- (e) Hunter W. Wright Stadium field rental, per hour..... \$50.00
(excludes concession rights)
Use of lights, per hour \$50.00
- (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....\$50.00
- (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum)....\$15.00-\$25.00
- (h) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament.....\$50.00-\$75.00
- (i) Rental of portable mounds per field, per tournament . \$75.00-\$100.00
- (j) Rental of green/white portable fencing per field, per tournament \$75.00
- (k) Rental of chain link portable fencing per field, per tournament.. \$100.00
- (l) Rental of white portable fencing (price per piece)..... \$15.00
- (m) Delivery charge for white fencing \$25.00
- (n) Set-up fee for white fencing (price per piece)\$20.00
- (o) Vendor selling fee, per tournament/event per venue
With Sales/Tickets \$100.00
- (New fees).....14. Miracle Field Shelter* (3 hour minimum)
 - (a) City resident, per hour.....\$10.00
 - (b) City resident, per hour, event with Sales/Tickets.....\$11.00
 - (c) Non-City resident, per hour.....\$17.00
 - (d) Non-City resident, per hour, event with Sales/Tickets.....\$19.00
- 15. Youth Registration Fee
 - (a) Youth registration fee per sport..... \$20.00-\$50.00
 - (b) Late registration fee (after deadline) \$5.00
 - (c) Equipment and Uniform Fee..... \$15.00-\$50.00

* Scholarships may apply

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

M. Kingsport Farmer's Market

1. Pavilion Rental

- (a) Monday–Sunday, 8AM–12 Midnight (up to 8 hours will be considered a half day rental).....\$250.00
- (b) Monday–Sunday, 8AM–12 Midnight, per day (considered a full day rental).....\$450.00
 - (1) Prep/Take Down in addition to a full day.....\$80.00
- (c) Facility charges for events lasting more than the designated time block (all facilities and grounds) per hour.....\$75.00
- (d) Deposit due with confirmed reservation (applicable to total amount due).....\$100.00
- (e) Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00).....\$50.00

(Language added).....*At the discretion of Farmers Market Management, a renter can be charged a cleaning fee that is equal to the rental exceeding time limit of \$50.00 if the renter does not leave the space in the same condition as it was upon arrival.

*The City Manager or his designee has the authority to adjust the fee if the proposed event, including setup, is less than half the time of the rental.

*Renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Farmer's Market.

*Tables and chairs may be rented from the Kingsport Parks and Recreation Department.

*Auxiliary Personnel – Off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the City of Kingsport. The renter will be responsible for paying auxiliary personnel.

*Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the facility manager.

N. Kingsport Carousel

- 1. Tokens for Rides.....\$1.00
- (Changed from \$150 & 50 limited tokens).... 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
- (New fee)..... 3. Birthday Parties (2 hour duration) during public hours, w/unlimited rides.....\$100.00
- (Language added)..... 4. Rental of Carousel Studio, per hour (3 hour minimum).....\$20.00

*At the discretion of Carousel Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

*The City Manager or his designee has the authority to adjust any of the above listed fees for special promotions/events.

Chapter 86 - Solid Waste

A. Removal of Garbage, Trash and Recycling

- 1. Inside City Residential waste collection from 96-gallon carts, per month

- (a) 1st Cart\$8.00
- (b) Each additional cart, per month\$8.00

Note: 1st Recycling cart included, additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on first cart (A.1. (a) above) who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.

- 2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month\$12.00
Note: 1st Recycling cart included, addition carts refer to above fee
- 3. Outside City/County residential waste collection from 96-gallon carts, per month
 - (a) 1 Cart\$15.00
 - (b) Each additional cart, per month\$9.00
 - (c) Recycling per cart, per month\$15.00
- 4. Business and Professional Complex collected
 - (a) From 96-gallon carts, per month, per business, per cart\$15.00
 - (b) From dumpster boxes
 - KHRA & Kingsport City Schools dumpster pickup.....\$20.00
 - Commercial & Industrial dumpster pickup.....\$20.00
- 5. Construction waste material, per ton\$82.00

(Fee is the same)
(Language added)

This fee will be assessed to the property owner for any construction waste placed along the right-of-way.

- 6. **Mixed pile at curb, items outside scope of service, move out/clean out, excessive material fee**\$100.00
- 7. Purchase or Replacement of 96-gallon Cart\$60.00
- 8. Purchase or Replacement of 32-gallon Cart\$60.00
- 9. Appliance, per pickup Free
- 10. Carpet, per pickup\$25.00
- 11. Discarded furniture, per pickup Free
- 12. Backyard Garbage pickup, annual fee to be billed monthly.
(July 1 through June 30)\$264.00

RESOLUTION NO. 2020-

A RESOLUTION SETTING THE RATES, FEES AND CHARGES AS PROVIDED BY THE CITY OF KINGSPORT CODE OF ORDINANCES

WHEREAS, a Code of Ordinances of the City of Kingsport, Tennessee, went into effect October 26, 2012; and

WHEREAS, various fees and charges provided for in said Code must be set by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport that the rates, fees, and charges as provided by the Kingsport City Code be approved as provided for in the following schedule.

KINGSPORT CODE OF ORDINANCES

SCHEDULE OF FEES AND CHARGES

ADOPTED BY RESOLUTION NO. 2019-206, June 18, 2019

Effective July 1, 2019, unless otherwise stated herein

Chapter 2 - Administration

- A. Returned check handling charge \$30.00
- B. Kingsport City Flag Cost + \$5.00
- C. City Court costs (per case) \$60.00
 - (a) State Litigation fee \$13.75
 - (b) Local Litigation fee \$13.75
- D. Public Records
 - 1. Code of Ordinances
 - (a) 2012 Code of Ordinances (hard copy) \$188.00
 - (b) 2012 Code of Ordinances (hard copy in binder with tabs) \$293.00
 - (c) Each Supplement to the 2012 Code of Ordinances (hard copy)..... \$63.81
 - (d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs) \$60.00
 - 2. Copy/Duplication
 - (a) Per page – black and white (more than 10 pages)..... \$0.15
 - (b) Per page – color (more than 10 pages) \$0.50
 - (c) Audiotape \$5.00
 - (d) Compact Disc \$5.00
 - (e) Digital Video Disc \$5.00
 - (f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.
- E. Credit and Debit Card Transactions and Convenience Fees
 - 1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods\$3.00
 - (a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above \$500.00
 - 2. Payment transactions made “face-to-face”.....\$0.00
 - (a) Transaction Limit on Utility Payments made by Credit or Debit Cards “face-to-face”.....\$2,500.00
 - 3. Payment transactions made via internet through Kingsport Public Library payment systems.....\$0.50
- F. Property Taxes Paid with Credit and Debit Card Transactions, including real or personal
 - 1. Card Processing Fee for Property taxes paid with a Debit or Credit Card..... 2.75%
- G. Engineering
 - 1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
 - (a) Construction plans, specifications, bid form and associated documents \$50.00

Chapter 6 - Alcoholic Beverages and Beer (all application filing fees are nonrefundable)

- A. On-Premises and/or Off-Premises beer permit application filing fee \$250.00
- B. Special occasion/Multiple event beer application fee (calendar year fee) \$50.00
- C. Temporary beer application fee \$50.00

Chapter 14 - Animals

- A. Picking Up Animal Carcasses from Veterinarians
 - 1. Up to 50 pounds \$4.00
 - 2. 51 - 99 pounds \$6.00
 - 3. Over 100 pounds \$25.00Livestock carcasses will be picked up only upon approval of the Chief of Police.
The fee shall be determined on the basis of the cost for equipment and personnel.

Chapter 22 - Building and Building Regulations

- A. Electrical
 - 1. Permit fees
 - (a) Minimum electrical inspection fee \$20.00
 - (b) Outlets, each \$0.50
 - (c) Luminaires, each \$0.50
 - (d) Switches, each \$0.50
 - (e) Motors
 - (1) Fractional \$1.00
 - (2) Each additional motor or horsepower or fraction thereof \$1.00
 - (f) Services
 - (1) Up to and including 100 amperes \$20.00
 - (2) Each additional 100 amperes \$10.00
 - (g) Temporary Service \$20.00
 - (h) Water Heater \$5.00
 - (i) Range \$5.00
 - (j) Dryer \$5.00
 - (k) Transformer, each KVA \$0.50
 - (l) Heating System, per KW \$1.00
 - (m) Additional inspections made necessary by insufficient or unacceptable work \$20.00
 - 2. Technology Fee \$5.00
 - 3. Electricians
 - (a) Examination fee \$20.00
 - (b) Electric contractor annual licensing fee \$50.00
- B. Gas
 - 1. Gas permit fees
 - (a) Minimum gas inspection fee \$20.00
 - (b) Conversion burners, heating boilers
 - (1) Up to and including 1,200 square feet of steam or 1,800 square feet of water \$20.00
 - (2) 1,201 to 5,000 square feet of steam or over 1,800 square feet of water \$25.00
 - (3) 5,001 to 25,000 square feet of steam \$35.00
 - (4) Over 25,000 square feet of steam \$45.00
 - (c) Conversion burners, power boilers

	(1)	Up to and including 5 horsepower	\$20.00
	(2)	6 - 50 horsepower	\$25.00
	(3)	51 - 150 horsepower	\$35.00
	(4)	Over 150 horsepower	\$45.00
(d)		Furnaces	
	(1)	Up to and including 100,000 BTU	\$15.00
	(2)	Over 100,000 BTU	\$25.00
	(3)	Floor furnace (one)	\$15.00
	(4)	Each additional floor furnace (in same building)	\$10.00
(e)		Conversion burners, furnaces	
	(1)	Up to and including 100,000 BTU	\$20.00
	(2)	100,001 to 200,000 BTU	\$25.00
	(3)	Over 200,000 BTU	\$45.00
(f)		Space heaters	
	(1)	Up to and including 30,000 BTU	\$20.00
	(2)	30,001 to 50,000 BTU	\$25.00
	(3)	Over 50,000 BTU	\$30.00
	(4)	Each additional space heater (in same building)	\$10.00
(g)		Unit heaters	
	(1)	50,000 - 200,000 BTU, each	\$20.00
	(2)	Over 200,000 BTU	\$25.00
(h)		Accessory gas equipment	
	(1)	Grills, dryers, ranges, fryers, logs, etc.	\$15.00
	(2)	Pool heater up to 100,000 BTU	\$15.00
	(3)	Pool heater and other equipment over 100,000 BTU	\$25.00
	(4)	Water heater up to and including 100,000 BTU	\$15.00
	(5)	Water heater over 100,000 BTU	\$25.00
(i)		Unclassified commercial/industrial (ovens, incinerators, melting pots, etc.):	
	(1)	20,000 - 200,000 BTU	\$20.00
	(2)	200,001 - 300,000 BTU	\$25.00
	(3)	300,001 - 1,000,000 BTU	\$30.00
	(4)	1,000,001 - 5,000,000 BTU	\$35.00
	(5)	Over 5,000,000 BTU	\$40.00
(k)		Pipe testing for gas installation	
		Minimum fee for testing gas pipe installation	\$20.00
2.		Technology Fee	\$5.00
3.		Gas Fitters	
	(a)	Examination fee	\$20.00
	(b)	Annual licensing fee	\$50.00
	(c)	Additional inspections necessary due to insufficient/unacceptable work..	\$20.00
C.		Plumbing	
1.		Permit and inspection fees	
	(a)	Minimum fee for plumbing installations	20.00
	(b)	Each fixture or opening into sewer line	\$5.00
	(c)	Water heater opening fee	\$5.00
	(d)	Additional inspections necessary due to insufficient/unacceptable work...	\$20.00
	(e)	Connection to the City sewer system (new and replacement)	\$20.00
2.		Technology Fee	\$5.00
3.		Plumbers	
	(a)	Examination fee	\$20.00
	(b)	Annual license fee	\$50.00
	(c)	Working without a Permit (all types)	Double the permit fee

- D. Mechanical
1. Permit fees
 - (a) Minimum mechanical permit issuance fee \$20.00
 - (b) Fee for heating/ventilating duct, air conditioning and refrigeration systems \$20.00 + \$5.00 per \$1,000.00 of job cost
 - (c) Fee for sprinkler and fire suppression systems \$20.00 + \$5.00 per \$1,000.00 of job cost
 - (d) Boilers based on BTU input
 - (1) 33,000 (1 BHP) - 165,000 BTU (5 BHP) \$20.00
 - (2) 165,001 (5 BHP) - 330,000 BTU (10 BHP)..... \$25.00
 - (3) 330,001 (10 BHP) - 1,165,000 BTU (52 BHP) \$30.00
 - (4) 1,165,001 (52 BHP) - 3,300,000 BTU (98 BHP) \$35.00
 - (5) Over 3,300,000 BTU \$45.00
 2. Technology Fee \$5.00
- E. Building Permit Fees
1. Total Valuation
 - (a) \$1.00 - \$2,000: minimum fee \$20.00
 - (b) \$2,001 - \$50,000: \$20.00 for the first \$2,000 plus \$4.50 for each additional thousand or fraction thereof, up to and including \$50,000
 - (c) \$50,001 - \$100,000: \$236.00 for the first \$50,000 plus \$3.50 for each additional thousand or fraction thereof, up to and including \$100,000
 - (d) \$100,001 - \$500,000: \$411.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof, up to and including \$500,000
 - (e) \$500,001.00 and up: \$1,611 for the first \$500,000 plus \$2.50 for each additional thousand or fraction thereof
 - (f) **Building without a Permit Double the Permit Fee**
 2. Technology Fee \$5.00
 3. Moving of any building or structure..... \$100.00
 4. Demolition
 - (a) Residential building or structure..... \$50.00
 - (b) Commercial structure \$100.00
 5. Temporary structures, tents, banners, etc. (minimum fee) \$20.00
 - (a) Tents, 30-day maximum
 - (b) Banners, 15-day maximum twice a year
 6. Sign permits, per square foot (minimum \$20 fee if less than 20 sq. ft.)..... \$1.00
- F. Plans Review
1. Review Fee, Residential No fee
 2. Review Fee, Commercial and Multi-family (3 or more units) based on construction value:
 - (a) Up to \$100,000 \$25.00
 - (b) \$100,001 - \$200,000 \$50.00
 - (c) \$200,001 - \$300,000 \$100.00
 - (d) \$300,001 - \$400,000 \$150.00
 - (e) \$400,001 - \$500,000 \$200.00
 - (f) \$500,001 - \$1,000,000 \$250.00
 - (g) \$1,000,001 - \$2,000,000 \$300.00
 - (h) \$2,000,001 - \$3,000,000 \$350.00
 - (i) \$3,000,001 - \$4,000,000 \$400.00
 - (j) \$4,000,001 - \$5,000,000 \$500.00
 - (k) \$5,000,001 and above Value X 0.0001

G.	Certificates of Occupancy	
1.	Residential.....	No Charge
2.	Commercial	
	(a) Permanent.....	\$25.00
	(b) Temporary, 30 days maximum	\$50.00
	(c) Temporary Extension, 15 days maximum	\$50.00
	(d) Change of Use	\$25.00

Chapter 26 - Businesses

A.	Massage parlor permit application fee (nonrefundable)	\$250.00
B.	Fortunetellers, Clairvoyants and Similar Pursuits*	
	Permit application fee	\$250.00
C.	Commercial Pedal Carriage*	
	Permit application fee	\$50.00
	Annual renewal fee.....	\$20.00

**These permits shall remain valid for one year after issuance.*

Chapter 34 – Emergency Management and Services

A.	Automatic Police or Fire Alarm Systems	
1.	Residential device permit	\$15.00
2.	Commercial device permit	\$25.00
3.	False alarm response charge, for each response	\$15.00
4.	Alarm monitoring fee, per month per alarm	\$12.50

Chapter 42 – Fire Prevention & Protection

A.	Food trucks/trailers	
1.	Initial annual inspection	\$150.00
2.	Annual renewal.....	\$50.00
3.	3-day permit	\$75.00

Chapter 54 – Library

A.	Library User Fees	
1.	Non-resident fee, per year	No charge
2.	Overdue fines	
	(a) Charge per day, each book or other non-video/film circulating item (maximum \$2.00 each Adult item or Juvenile item).....	\$0.20
	(b) Charge per day each video/DVD (max. \$5.00 each video/DVD)	\$1.00
	(c) Charge per hour each non-circulating item.....	\$0.25
	(d) Charge per day each Storytelling Kit (max. \$20.00 each kit).....	\$2.00
	(e) Charge per day each Playaway View	\$5.00
	(f) Charge if Playaway View is returned anywhere but to Library staff	\$5.00
	(g) Charge if Playaway View is returned uncharged	\$2.00
	(h) Charge per day each video game (max \$5.00 each video game)....	\$1.00
3.	Lost material fees	
	(a) Collection materials, plus replacement cost.....	\$10.00
	(b) Library Card replacement, 1 st Time/Subsequent	\$1.00/\$5.00
	(c) Playaway View	\$99.00
	(d) Charging cord replacement for Playaway View	\$14.00

4. Duplication fee
 - (a) Photocopying or printing per page..... \$0.15
 - (b) Microfilm or microfiche copying per page \$0.15
 - (c) Color Copy per page \$0.50
 - (d) Fax per page..... \$1.00
5. Auditorium use, per hour, Commercial..... \$25.00
6. Board Room, per hour, Commercial..... \$15.00
7. Kitchen, per use..... \$15.00
8. 3D Printer
 - (a) Per Gram of Filament..... \$0.15
 - (b) Per Print Request..... \$1.00
9. Makerspace
 - (a) Buttons..... \$0.25
 - (b) Magnets \$0.50
 - (c) Cricut Page \$1.50
 - (d) Laminator, per inch \$0.05
10. Hotspot
 - (a) Hotspot Checkout, 7 days \$10.00
 - (b) Hotspot Overdue, per day \$5.00
 - (c) Hotspot Maximum Overdue Fee..... \$25.00
 - (d) Charge if Hotspot returned anywhere but to Library Staff \$25.00
 - (e) Lost Hotspot USB Cable \$10.00
 - (f) Lost Hotspot Charger \$10.00
 - (g) Lost Hotspot Carrying Case \$5.00
 - (h) Lost Hotspot..... \$50.00
- B. Archives User Fees
 1. Publication (print, electronic, video or film) use fee, images
 - (a) For profit corporations, partnerships, businesses or individuals
 - (1) Editorial (i.e. within a published work)..... \$20.00
 - (2) News organizations \$20.00
 - (3) Non-editorial (i.e. posters, brochures, etc.) \$100.00
 - (b) Non-profit corporations, organizations, government agencies or individuals
 - (1) Editorial, educational, personal..... \$10.00
 - (2) Non-editorial..... \$10.00
 2. Publication use fee, audio/video, for profit only
 - (a) For profit corporations
 - (1) Audio recording, per minute..... \$50.00
 - (2) Video recording, per minute..... \$50.00
 - (b) For non-profit corporations
 - (1) Audio recording, per minute..... \$25.00
 - (2) Video recording, per minute..... \$25.00
 3. Exhibition use fee
 - (a) For profit \$25.00
 - (b) Non-profit..... \$10.00
 4. Videotaping or filming onsite fee
 - (a) For profit set up..... No charge
 - (b) For profit pull fee per item No charge
 - (c) Non-profit, set up fee only No charge
 5. Duplication fee, photocopying
 - (a) 8" x 10 " or 11" x 14" paper per page..... \$0.15
 - (b) 11" x 17" paper per page..... \$0.15

6. Duplication fee, scanning
 - Per image (\$10.00 minimum includes first image cost) \$1.00
7. Duplication fee, audio recordings
 - (a) Tapes each \$3.00
 - (b) CD, each \$5.00
 - (c) Staff time per hour (½-hour minimum) \$8.00
8. Duplication fee, video recordings
 - (a) Tapes each \$5.00
 - (b) Staff time per hour (min. ½ hour) \$8.00
9. Duplication fee, slides
 - (a) For profit per group of 10 slides, plus offsite duplication cost \$25.00
 - (b) Non-profit per group of 10 slides, plus offsite duplication cost \$5.00
10. Faxing fee per group of 10 pages, plus duplication cost \$2.00
11. Postage and handling fee
 - (a) Total order cost of \$10.00 or less \$2.00
 - (b) Total order cost between \$10.00 and \$20.00 \$3.00
 - (c) Total order cost of \$20.00 or more \$4.00
 - (d) Certified mail (large orders) \$7.00
- C. Reservation of Study Space and Media Center- for up to four hours at a time
 1. Study Space
 - (a) Non-commercial/Non profit \$0.00
 - (b) Commercial use \$5.00
 2. Media Center
 - (a) Non-commercial/Non profit \$0.00
 - (b) Commercial use \$15.00

Chapter 58 - Manufactured Homes and Trailers

- A. Permit Application Fee (each space or proposed space) \$1.00
The permit shall expire at the end of each calendar year.
- B. Permit Transfer (each space) \$1.00

Chapter 62 – Offenses and Nuisances

State Law References:

- (a) Tennessee Sexual Offender and Violent Sexual Offender Registration Verification and Tracking Act of 2004
 - (b) Tennessee Code Annotated Title 40 Chapter 39 Section 204
- A. Sexual offender registration fee \$150.00
 - B. Violent sexual offender registration fee \$150.00

Chapter 66 – Parks and Recreation

- NOTE:** Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:
- Kingsport Chamber of Commerce
 - Kingsport Housing Authority
 - Leadership Kingsport
 - Kingsport Economic Development Board
 - Downtown Kingsport Association
 - Kingsport Convention & Visitor's Bureau

CULTURAL ARTS EVENTS/FACILITIES:

A. Cultural Arts Fees for Special Events

1. Concerts/Theatre Performances \$5.00 - \$30.00
(cost per adult, senior and student ticket will be determined on each event basis)
2. "Christmas Connection" - Annual arts and crafts
(Admission fee to be determined on event basis)
Festival fee per exhibitor's space \$100.00 - \$125.00
(based on hours of operation)
3. Carousel Fine Arts & Crafts Show Festival Fee..... \$80.00 - \$130.00
(based on hours of operation)

B. Kingsport Renaissance Center

*Renter will pay for costs incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Renaissance Center.

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

1. Room Rentals. Room rentals shall be subject to the following conditions:

- (1) Fees are per hour.

- (2) 3-hour minimum rental. Plus base fee = 1 hour rental.

<u>ROOM</u>	<u>DESCRIPTION</u>	<u>DIMENSIONS</u>	<u>COST/HR</u>
228	Conference room	23 x 30	\$13.00
230	Meeting Room	23 x 30	\$13.00
231	Gallery	23 x 30	\$13.00
232	Gallery	23 x 30	\$13.00
239	Exhibit/Meeting	23 x 46	\$20.00
302	Dance Studio	23 x 45	\$20.00
310	Rehearsal Hall	36 x 54	\$22.00

2. Specialty Areas

- (a) Gymnasium, per hour (2 hour minimum) \$20.00

- (b) Theatre, per hour (3-hour minimum)..... \$25.00

Theater rentals shall be subject to the following conditions:

- (1) Rental of the theater includes use of the house lights only.

- (2) A technician for any use of the technical aspects of the theater must be approved. Charges related to technical labor will be the responsibility of the renter.

- (c) First Floor Courtyard (3-hour minimum)..... \$20.00

- (d) Second and Third Floor Atriums (3-hour minimum) \$20.00

- (1) Rental must be in conjunction with another room rental

- (2) Certain activities may be restricted.

- (e) Dining Room, per hour (3-hour minimum)..... \$20.00

*At the discretion of Renaissance Center Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

3. Equipment Rentals

- (a) Piano rental, per use \$25.00

4. Marquee, 3-day minimum per side..... \$30.00

5. Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00)..... \$50.00

*The City Manager or designee has the authority to adjust any of the above fees for special promotions/events.

PARK AND RECREATION EVENTS/FACILITIES:

A. Civic Auditorium Rental Fees

NOTE: Damage Deposit – 50% of rental fee may apply at the discretion of the Civic Auditorium Management

1. Parking Lot & Grounds (8-hour minimum - does not include tables & chairs)
 - (a) With Building Access\$300.00
 - (b) With Building Access, event with Sales/Tickets\$340.00
 - (c) Without Building Access\$130.00
 - (d) Without Building Access, event with Sales/Tickets\$145.00
 - (e) Equipment Fees
 - (1) Tables - each per day\$4.00
 - (2) Chairs - each per day\$2.00
2. Main Auditorium
 - (a) Inside City rentals, per day (8-hour maximum)
(Includes tables & chairs) \$325.00
 - (1) Set up day (8-hour maximum) \$175.00
 - (b) Inside City rentals, per day, event with Sales/Tickets
(8-hr. maximum) \$365.00
 - (c) Outside City rentals, per day (8-hour maximum)
(Includes tables & chairs) \$385.00
 - (1) Set up day (8-hour maximum) \$185.00
 - (d) Outside City rentals, per day, event with Sales/Tickets
(8-hour maximum) \$435.00
 - (e) Exhibit rental (8-hour maximum) [Excludes charge for tables & chairs]
 - (1) Set-up day (not open to public) \$250.00
 - (2) Sales/open dates (per day) \$550.00
 - (f) Volleyball/Basketball/Tennis, per hour (2-hour minimum) \$30.00
 - (1) Vendor fee, event with Sales/Tickets..... \$15.00
 - (g) Stage only rental, per hour (2-hour minimum)..... \$22.00
 - (h) Empty Auditorium rental, per hour (2-hour minimum) \$30.00
 - (i) Main Auditorium rentals limited to 8-hour blocks
 - (1) Regular rental/additional time, per hour..... \$40.00
 - (2) Exhibit rental/additional time, per hour \$70.00
3. Meeting/Party Rooms*

*All rooms are rented for a minimum of three (3) hours at a time. Renter will pay for cost incurred as a result of any damage to facility, furnishings, equipment or grounds rising out of use of the Kingsport Civic Auditorium.

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

 - (a) Room 3 per hour each..... \$7.00
 - (b) Room 3 per hour each event with Sales/Tickets \$8.00
 - (c) Room 4 per hour each..... \$6.00
 - (d) Room 4 per hour each event with Sales/Tickets \$7.00
 - (e) Rooms 3 and 4 together, per hour..... \$8.00
 - (f) Rooms 3 and 4 together, per hour event with Sales/Tickets .. \$9.00
 - (g) Conference Room, per hour \$13.00
 - (h) Conference Room, per hour event with Sales/Tickets \$15.00
 - (i) Fun Fest, History, West and East Rooms, per hour each \$12.00
 - (j) Fun Fest, History, West and East Rooms, per hour each
event with Sales/Tickets \$14.00

- (k) All meeting/party rooms, per day (8-hour maximum)
with rental of the Main Auditorium..... \$300.00
(Any additional time, per hour/per room, at regular rate)
 - (l) Exhibits, per room/per hour, room rate plus 80%.
 - 4. Equipment rental
 - (a) Tables – each per day \$1.50
 - (b) Chairs – each per day \$0.75
 - (c) Marquee - per day (includes both panels) \$10.00
 - (d) Piano (Must pay fee to have piano tuned)
 - (e) Risers, each, per day..... \$3.00
 - (f) TV/VCR/DVD, (each, per event) \$20.00
 - (g) Flip Chart, per event..... \$20.00
 - (h) White Board, per event..... \$10.00
 - (i) Overhead Projector, per event..... \$15.00
 - (j) LCD Projector and Screen, per event \$40.00
 - (k) Wi-Fi connection, per day..... \$50.00
 - Maximum charge per event..... \$100.00
 - 5. Equipment rental off-site
 - (a) Tables, per day each \$8.00
 - (b) Risers, per day each..... \$11.00
 - (c) Chairs (plastic), per day each \$1.50
 - Renters must pick up and return or pay delivery charge.
 - Minimum Delivery Charge per truckload..... \$50.00
(Truckload is up to 100 chairs & 20 tables)
 - 6. Tennis Session Fee (1 ½ -hour blocks) \$20.00
- B. V. O. Dobbins Sr., Complex, Room, Gym & Field Rental Fees
 - 1. Douglas Room – (Includes Tables and Chairs)
 - (a) City residents, individual & groups,
per hour (2-hour minimum)..... \$25.00
 - (b) City residents, individual & groups, per hour, event
with Sales/Tickets (2 hour minimum) \$28.00
 - (c) Non-City residents, individual & groups,
per hour (2-hour minimum) \$40.00
 - (d) Non-City residents, individual & groups, per hour, event
with Sales/Tickets (2 hour minimum) \$45.00
 - (e) Equipment Fees
LCD Projector and Screen, per event..... \$40.00
 - (f) Catering Kitchen
 - (1) Use w/Douglass Room **no** food preparation, per event... \$25.00
 - (2) Use w/Douglass Room **for** food preparation, per event ... \$40.00
 - (g) Damage Deposit – 50% of rental fee may apply at the discretion of the Landlord
 - 2. Computer/Learning Lab Rental Fees
 - (a) Computer/Learning Lab use for training purposes per hour. \$16.00
 - 3. Eastman Foundation Conference Rm. per hour (2-hour minimum) . \$13.00
 - (a) Eastman Foundation Conference Room per hour
Event with Sales/Tickets (2 hour minimum) \$15.00
 - (b) Equipment fees
(1) LCD projector and screen, per event..... \$40.00
 - 4. Gym #1 Rental – (Excludes Concession Rights)
 - (a) Gymnasium Usage, per hour (2-hour minimum) \$30.00
 - (b) Use of Locker Room/Shower (per day for event) \$20.00
 - (c) Gymnasium Rental Deposit (per day of use) \$50.00

5. Gym #2 Rental – (Excludes Concession Rights)
 - (a) Gymnasium Usage, per hour (2-hour minimum) \$40.00
 - (b) Use of Locker Room/Showers (per day for event) \$20.00
 - (c) Gymnasium Rental Deposit (per day of use) \$50.00
6. Vendor Fee, Gyms 1 and 2 per event with Sales/Tickets \$30.00
7. Equipment Fees
 - (a) Tables, each per day \$5.00
 - (b) Chairs, each per day \$2.00
 - (c) Speaker Phone, per event \$50.00
 - (d) Overhead, per event \$15.00
 - (e) TV/VCR/DVD, per event \$20.00
 - (f) LCD Projector, per event \$40.00
 - (g) Microphone and Sound Equipment, per day \$40.00
 - (h) Wi-Fi connection, per day \$50.00
 - Maximum charge per event \$100.00
8. Field Rental
 - (a) Per Hour (3-hour minimum) \$20.00
 - (b) Per Hour (3-hour minimum) event with Sales/Tickets \$22.00
 - (c) Use of Lights, per day \$10.00
9. Parking Lot without Gym/Bathroom Access *(Does not include tables and chairs)*
 - (a) 8-hour minimum \$100.00
 - (b) Additional time, per hour \$20.00
 - (c) Parking Lot with Bathroom Access \$125.00
- C. Park Rentals
 1. Borden Park
 - (a) Shelters Large (3-hour minimum)
 - (1) Shelter Fee – City residents, individual & groups,
Per hour, per shelter each \$10.00
 - (2) Shelter Fee – City residents, individual & groups, per hour,
Per shelter each, event with Sales/Tickets \$11.00
 - (3) Shelter Fee – Non-City resident, individuals and groups,
Per hour, per shelter each, \$17.00
 - (4) Shelter Fee – Non-City resident, individuals and groups, per hour,
Per shelter each, event with Sales/Tickets \$19.00
 - (b) Shelters Small (3-hour minimum)
 - (1) Shelter Fee – City resident, individual & groups,
Per hour, per shelter each \$6.00
 - (2) Shelter Fee – City Resident, individual & groups, per hour
Per shelter each, event with Sales/Tickets \$7.00
 - (3) Shelter Fee – Non-City resident, individuals and groups,
Per hour, per shelter each, \$12.00
 - (4) Shelter Fee – Non-City resident, individuals and groups,
Per hour, per shelter each, event with Sales/Tickets \$14.00
 - (c) Borden Park Disc Golf Course Tournament
 - (1) Entry Fee, per person \$5.00
 - (2) Vendor Fee, event with Sales/Tickets \$20.00
 - (d) Community Center (3-hour minimum)
 - (1) City resident, individuals and groups,
Per hour \$20.00
 - (2) City resident, individuals and groups,
Per hour, event with Sales/Tickets \$22.00
 - (3) Non-City resident, individuals and groups,

	Per hour.....	\$25.00
	(4) Non-City resident, individuals and groups, Per hour, event with Sales/Tickets.....	\$27.00
(e)	Borden Park Grounds (3-hour minimum)	
	(1) Per hour	\$10.00
	(2) Per hour, event with Sales/Tickets/Registration Fees	\$12.00
	(3) Exhibit rental, per hour	\$20.00
(f)	Borden Park grounds with Community Center (3-hour minimum)	
	(1) Per hour.....	\$35.00
	(2) Per hour, event with Sales/Tickets/Registration Fees.....	\$37.00
	(3) Exhibit rental, per hour.....	\$40.00
2.	Scott Adams Skatepark Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each	\$6.00
	(2) City resident, per hour, per shelter each, event with Sales/Tickets	\$7.00
	(3) Non-City resident, per hour, per shelter each	\$12.00
	(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets.....	\$14.00
3.	Riverview Splashpad Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each	\$10.00
	(2) City resident, per hour, per shelter each, event with Sales/Tickets	\$11.00
	(3) Non-City resident, per hour, per shelter each	\$17.00
	(4) Non-City resident, per hour, per shelter each, event with Sales/Tickets	\$19.00
4.	Riverfront Park Shelter* (3-hour minimum)	
	(1) City resident, per hour, per shelter each	\$5.00
	(2) City resident, per hour, per shelter each with Sales/Tickets	\$6.00
	(3) Non-City resident, per hour, per shelter each	\$12.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets	\$14.00
5.	Glen Bruce Park Gazebo* (3-hour minimum)	
	(1) City resident, per hour, per shelter each	\$5.00
	(2) City resident, per hour, per shelter each with Sales/Tickets	\$6.00
	(3) Non-City resident, per hour, per shelter each	\$12.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets	\$14.00
6.	Memorial Gardens Park* (3-hour minimum)	
	(1) Per hour	\$10.00
	(2) Per hour, event with Sales/Tickets.....	\$12.00
	(3) Exhibit rental, per hour	\$20.00
7.	Legion Park* (3-hour minimum)	
	(1) Per hour.....	\$10.00
	(2) Per hour, event with Sales/Tickets.....	\$12.00
	(3) Exhibit Rental, per hour.....	\$20.00
8.	Riverwalk/Greenbelt Shelter	
	(1) City resident, per hour, per shelter each.....	\$8.00
	(2) City resident per hour, per shelter each, event with Sales/Tickets.....	\$9.00
	(3) Non-City resident, per hour, per shelter each.....	\$15.00
	(4) Non-City resident, per hour, per shelter each with Sales/Tickets.....	\$17.00

9. Park permit for commercial operation/use, per month\$25.00-\$100.00
10. Special event permit, per event.....\$25.00-\$75.00
11. Centennial Park*
 - (1) 8-hour minimum.....\$400.00
 - (2) Additional time, per hour.....\$50.00

**An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.*

- D. Summer Playground Program
 1. Regular Hours site - City resident fee, per child \$60.00-\$100.00
 2. Regular Hours site - Non-City resident fee, per child \$80.00-\$120.00
 3. Extended hours site - City resident fee per child \$100.00-\$120.00
 4. Extended Hours site - Non-City resident fee, per child \$120.00-\$140.00

**At mid-point of the Summer Playground Program, there will be a 50% discount.*

**Scholarships may apply.*

- E. Home School Physical Education Class
 1. Fee, per session, per student..... \$15.00-\$25.00
- F. Community Center Class and Program Fees
 1. Skilled classes, per class/session, per student - City resident..... \$2.00-\$30.00
 2. Skilled classes, per class/session, per student - Non-City resident.....\$5.00-\$35.00
 3. Day Camps, per session, per student - City resident..... \$5.00-\$40.00
 4. Day Camps, per session, per student - Non-City resident... \$10.00-\$45.00
 5. Specialty Camps, per session, per student - City resident..... \$20.00
 6. Specialty Camps, per session, per student – Non-City resident \$25.00
 7. Special Programs, per participant - City Resident..... \$5.00-\$30.00
 8. Special Programs, per participant – Non-City Resident..... \$10.00-\$35.00
- G. Athletics
 1. Adult Basketball and Softball League Programs.....\$350.00 to \$400.00
 - Non-Resident fee per person \$10.00-\$15.00
 - Maximum Non-Resident fee per team\$50.00
 2. Youth Baseball and Softball League Programs.....\$250.00 to \$300.00
 - Non-Resident fee per person \$10.00-\$15.00
 - Maximum Non-Resident fee per team\$50.00
 3. Tournaments Fee, per youth team.....\$75.00-\$100.00
 4. Basketball, 3 on 3 leagues
 - (a) Entry Fee, per team..... \$75.00
 - (b) Non-City resident fee, per person \$2.00
 5. Volleyball
 - (a) Leagues - Indoor, per team \$100.00
 - (1) Non-City resident fee, per person..... \$10.00-\$15.00
 - (2) Maximum Non-Resident fee per team.....\$50.00
 - (b) Outdoor Leagues and Tournaments
 - (1) Triples \$45.00
 - (2) Doubles..... \$30.00
 - (3) Quads \$60.00
 - Non-resident fee per person for leagues.....\$2.00
 6. Adult Soccer
 - (a) Entry fee, per person..... \$30.00
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
 7. Adult Flag Football
 - (a) Entry fee, per team \$300-\$350
 - (b) Non-City resident fee, per person \$10.00-\$15.00

- (c) Maximum Non-Resident fee per team.....\$50.00
- 8. Adult Dodgeball
 - (a) Entry fee, per team \$85.00
 - (b) Non-City resident fee, per person \$10.00-\$15.00
 - (c) Maximum Non-Resident fee per team.....\$50.00
- 9. Tennis Instruction
 - (a) Adults (19 and over), per session - City resident fee .. \$30.00-\$100.00
Non-City resident fee, per session..... \$ 5.00
 - (b) Children/teens (under 19), per session - City resident fee\$20.00-\$80.00
Non-City resident fee, per session..... \$ 5.00
 - (c) Youth Tennis League Program - City resident fee..... \$15.00-\$60.00
Non-City resident fee..... \$ 5.00
- 10. Tennis Tournament
 - (a) Entry fee, singles \$10.00-\$20.00
 - (b) Entry fee, doubles \$16.00-\$24.00
- 11. Tennis Courts Rental
 - (a) Individually per 1½ hour \$18.00
 - (b) 2 courts per 4-hour block, Monday-Friday \$50.00
 - (c) 2 courts per 8 to 12-hour block, Saturday-Sunday..... \$65.00
 - (d) 4 courts per 4-hour block, Monday-Friday \$70.00
 - (e) 4 courts per 8 to 12-hour block, Saturday-Sunday..... \$85.00
 - (f) Vendor Fee for events with Sales/Tickets \$15.00
- 12. Entry fee, per team for youth organizations playing in City Recreation programs (Babe Ruth Baseball participants must pay additional insurance fee).....\$250.00-\$300.00
- 13. Athletic Field Rental and Equipment

NOTE: Damage Deposit – 50% of rental fee or a minimum of \$100 may apply at the discretion of the Department Manager

 - (a) Softball/Baseball field rental, per day per field
(excludes concession rights)(12-hour maximum)..... \$85.00-\$100
 - (1) Each additional hour after 12..... \$15.00
 - (2) Use of lights, per day per field \$15.00
 - (b) Soccer field rental, per day per field
(excludes concession rights)(12-hour maximum) \$50.00-\$75.00
 - (1) Each additional hour after 12) \$15.00-\$25.00
 - (2) Use of lights, per day per field \$15.00-\$25.00
 - (3) Fee, per team (tournaments, scrimmages, practices) .. \$15.00-\$25.00
 - (c) Softball/Baseball/Soccer Field Rental (2-hour minimum)
 - (1) Per hour, per field (excludes concession rights) \$15.00-\$25.00
 - (2) Use of lights, per hour per field..... \$ 5.00
 - (d) Use of Parking Lot at Athletic Facilities for Special Events
(Use of restroom facilities included) \$100.00-\$150.00
 - (e) Hunter W. Wright Stadium field rental, per hour..... \$50.00
(excludes concession rights)
Use of lights, per hour \$50.00
 - (f) Key Deposit for Brickyard Park, Domtar Park and Eastman Park at Horse Creek soccer.....\$50.00
 - (g) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek, per hour (2-hour minimum)\$15.00-\$25.00
 - (h) Meeting room rental for Brickyard Park, Domtar Park and Eastman Park at Horse Creek per tournament \$50.00-\$75.00
 - (i) Rental of portable mounds per field, per tournament . \$75.00-\$100.00
 - (j) Rental of green/white portable fencing per field, per tournament \$75.00

- (k) Rental of chain link portable fencing per field, per tournament.. \$100.00
- (l) Rental of white portable fencing (price per piece)..... \$15.00
- (m) Delivery charge for white fencing..... \$25.00
- (n) Set-up fee for white fencing (price per piece)\$20.00
- (o) Vendor selling fee, per tournament/event per venue W/Sales/Tickets\$100.00
- 14. Miracle Field Shelter* (3 hour minimum)
 - (a) City resident, per hour.....\$10.00
 - (b) City resident, per hour, event with Sales/Tickets.....\$11.00
 - (c) Non-City resident, per hour.....\$17.00
 - (d) Non-City resident, per hour, event with Sales/Tickets.....\$19.00
- 15. Youth Registration Fee
 - (a) Youth registration fee per sport..... \$20.00-\$50.00
 - (b) Late registration fee (after deadline) \$5.00
 - (c) Equipment and Uniform Fee..... \$15.00-\$50.00

* Scholarships may apply

*An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Charges related to security will be the responsibility of the renter.

- H. Allandale (NOTE: Seasonable rates may apply to some Allandale Rental Fees)
- Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the Curator.

- 1. Mansion and Garden Basic Rental Fees (Corporate Meetings, Dinner Parties, Anniversary Parties, Book Club Meetings, Seminars, Birthday Parties, Cocktail Parties, etc.)
 - (a) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM \$175.00
 - (b) 0-100 people, Monday-Thursday, 10:30 AM – 5 PM Event with Sales/Tickets \$260.00
 - (c) 0-100 people, Monday-Thursday, 5 PM – 11 PM \$300.00
 - (d) 0-100 people, Monday-Thursday, 5 PM – 11 PM with Sales/Tickets \$350.00
 - (e) 0-100 people, Friday and Sunday \$650.00
 - (f) 0-100 people, Friday and Sunday Event with Sales/Tickets... \$750.00
 - (g) 0-100 people, Saturday..... \$700.00
 - (h) 0-100 people, Saturday Event with Sales/Tickets \$800.00

Add \$1.00 for each person over event maximum.

Does not include use of the Mansion Heron Dome (see Section H.4.).
- 2. Mansion and Garden Wedding and/or Wedding Reception Rental Fees
 - (a) 0-100 people, Monday – Thursday, 10:30 AM – 5 PM \$275.00
 - (b) 0-100 people, Monday – Thursday, 5 PM – 11 PM \$375.00
 - (c) 0-100 people, Friday and Sunday \$800.00
 - (d) 0-100 people, Saturday..... \$850.00

Add \$1.00 for each person over event maximum.

Does not include use of the Mansion Herron Dome (see Section H.4.).
- 3. Mansion Meeting Rental Fees (includes use of kitchen)
 - (a) 0-50 people, Monday – Thursday \$125.00
 - (b) 0-50 people, Monday – Thursday Event with Sales/Tickets .. \$150.00
 - (c) 51-100 people, Monday – Thursday..... \$150.00
 - (d) 51-100 people, Monday – Thursday Event with Sales/Tickets \$175.00
- 4. Mansion Heron Dome Rental Fees – Appropriate Mansion rental may apply
 - (a) Monday – Thursday \$175.00
 - (b) Monday – Thursday Event with Sales/Tickets..... \$200.00
 - (c) Friday and Sunday..... \$225.00
 - (d) Friday and Sunday Event with Sales/Tickets \$250.00
 - (e) Saturday \$250.00

- (f) Saturday Event with Sales/Tickets \$275.00
5. Mansion Tour Fees
- (a) Group tours, Monday – Friday, 8 AM – 4 PM ... \$25.00 + \$2.00/person
- (b) Individual tours \$3.00/person
6. Rehearsal Fees (all facilities and grounds)
- (a) Monday – Thursday, 8 AM – 4 PM No Charge
- (b) Monday – Thursday, 4 PM – 9 PM (2-hour minimum) \$50.00/hour
7. Barn Rental Fees (April – October Only)
- (a) 0-100 people, Monday – Thursday \$325.00
- (b) 0-100 people, Monday – Thursday Event With Sales/Tickets. \$375.00
- (c) 0-100 people, Friday and Sunday \$400.00
- (d) 0-100 people, Friday and Sunday Event with Sales/Tickets ... \$450.00
- (e) 0-100 people, Saturday \$450.00
- (f) 0-100 people, Saturday Event with Sales/Tickets \$500.00
- Add \$1.00 for each person over event maximum.*
8. Barn Gazebo Rental Fees
- (a) Monday – Thursday \$175.00
- (b) Monday – Thursday Event with Sales/Tickets \$200.00
- (c) Friday and Sunday \$250.00
- (d) Friday and Sunday Event with Sales/Tickets \$275.00
- (e) Saturday \$275.00
- (f) Saturday Event with Sales/Tickets \$300.00
- ** (includes use of Barn restrooms; does not include use of Barn)*
9. Picnic Pavilion Rental Fees (April – October Only)
- (a) 0-100 people, Monday – Thursday \$250.00
- (b) 0-100 people, Monday – Thursday Event with Sales/Tickets . \$275.00
- (c) 0-100 people, Friday and Sunday \$300.00
- (d) 0-100 people, Friday and Sunday Event with Sales/Tickets ... \$325.00
- (e) 0-100 people, Saturday \$350.00
- (f) 0-100 people, Saturday Event with Sales/Tickets \$400.00
- Add \$1.00 for each person over event maximum.*
10. Amphitheater Rental Fees – Appropriate Mansion rental may apply.
- (a) Monday-Thursday \$200.00
- (b) Monday-Thursday Event with Sales/Tickets \$275.00
- (c) Friday and Sunday \$300.00
- (d) Friday and Sunday Event with Sales/Tickets \$325.00
- (e) Saturday \$325.00
- (f) Saturday Event with Sales/Tickets \$400.00
- (Includes use of Amphitheater dressing rooms. Does not include use of Mansion, Mansion gardens or Heron Dome.)*
11. Facility Charges for events lasting more than the designated time block (all facilities & grounds) \$75.00/hour
12. Auxiliary Personnel: An off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the Allandale Curator. The renter will be responsible for paying auxiliary personnel.
13. Photography Fees
- (a) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour maximum) No Charge
- (b) Mansion Renters (use of house, gardens, grounds)
Monday – Thursday, 4 PM – 9 PM (2-hour minimum) \$50.00/hour
- (c) Non-Renters (use of house, gardens, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum) \$75.00/hour

- (d) Non-Renters (OUTDOORS ONLY/garden, grounds)
Monday – Thursday, 8 AM – 4 PM (2-hour minimum)..... \$50.00/hour
- 14. Equipment Fees
 - (a) Folding Chairs, each.....\$1.50
 - (b) Chivari Chairs, each\$3.00
 - (c) Tables, each.....\$6.00
 - (d) TV/DVD, per event.....\$20.00
 - (e) Piano and Disklavier, per event\$50.00
 - (f) Telephone Hookup for Local or "800" computer hookup, per event\$35.00
 - (g) Speaker Phone, per event\$50.00
 - (h) Flip Chart, per event\$20.00
 - (i) White Board, per event\$10.00
 - (j) Overhead, per event\$15.00
 - (k) LCD Projector and Screen, per event\$40.00
 - (l) Wi-Fi connection, per day.....\$50.00
 - Maximum charge per event.....\$100.00
- 15. Promotional Fees
 - (a) Eighteen free bookings, per year, to be used at the discretion of the Curator.
- 16. Friends of Allandale
 - (a) Patron – 10% discount on one (1) party per year
 - (b) Business – 10% discount on one (1) party per year
 - (c) Benefactor – 15% discount on one (1) party per year
 - (d) Brooks Fellow – 25% discount on one (1) party per year
- 17. Vendors Display Fee (flyers, calling cards, etc.).....\$25.00/Year
- I. Dog Park
 - 1. Registration
 - (a) City resident, first dog (annual fee)..... \$20.00
 - (b) City resident, per additional dog (annual fee)..... \$10.00
 - (c) Non-resident, first dog (annual fee) \$25.00
 - (d) Non-resident, per additional dog (annual fee) \$15.00
 - (e) Spring registration (April, May, June only) First dog..... \$10.00
 - Per additional dog \$5.00
 - 2. Key Cards and Tags
 - (a) Key card replacement, per card..... \$10.00
 - (b) Dog Park tag replacement, per tag \$5.00
 - 3. Application Processing fee \$1.00
- J. Bays Mountain Park
 - 1. Entrance/Parking
 - (a) Per car (up to a 15 passenger van) \$5.00
 - (b) Per bus (anything above a 15 passenger van/bus)\$15.00
 - 2. Natural history and planetarium programs
 - (a) Individual rates
 - (1) Planetarium..... \$5.00
 - (15 or more, group rate) per person \$4.00
 - (2) Nature show.....\$3.00
 - (15 or more, group rate) per person \$2.00
 - (3) Barge ride \$4.00 to \$6.00
 - (4) Extended Nature Program (2 hours)..... \$6.00
 - (5) Association Members..... Free Passes
 - (b) Schools – scheduled during normal school hours
 - Out of county students – per student/per program..... \$2.00
 - (Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE

- (c) Special programs
 - (1) Planetarium (other than regularly scheduled times).....\$350.00
 - (2) Barge rides (other than regularly scheduled times)
(maximum of 45 persons)\$250.00
 - (3) Association life members get one free barge ride during
June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- 3. Other Programming
 - (a) Low Ropes Course (minimum of 8, maximum of 40 people) staff led
programming.....\$5.00 per person
 - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.) \$25.00 per person
 - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
 - (d) Team Building – Half Day (minimum of 8 people, maximum of 24
people) includes Low Course or Hawks Nest, Icebreaker games and
Zipline (weight limit 275 lbs.).....\$35.00 per person
 - (e) Team Building – Full Day (minimum of 8, maximum of 24 people)
includes Low Course, Hawks Nest, Icebreaker Games and Zipline
(weight limit 275 lbs.).....\$60.00 per person
 - (f) Zip Party (scheduled during park hours) (weight limit 275 lbs.)
 - (1) 1-10 people.....\$125.00
 - (2) 11-19 people.....\$175.00
 - (3) 20+ people.....\$225.00
 - (g) Zip Party (schedule during park hours) (weight limit 275 lbs) with use of
Farmstead for one hour
 - (1) 1-10 people.....\$160.00
 - (2) 11-19 people.....\$210.00
 - (3) 20+ people.....\$260.00
 - (h) Special Twilight Zip: (maximum of 20 people).....\$25.00 per person
 - (i) Canoe/Kayak Tour Programs.....\$10.00 per person
Canoe/Kayak Tour Programs (Association Members).....FREE
 - (j) Twilight Barge Ride.....\$5.00 per person
Twilight Barge Ride (Association Members).....FREE
- 4. Facilities rental
 - (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Library (15 people maximum).....\$20.00
 - (2) Classroom (80 people maximum)\$35.00
 - (3) Farmstead (maximum 100 people)\$100.00
 - (4) Nature Center (maximum 150 people)\$200.00
 - (5) Pavilion at LilyPad Cove (maximum 60-80 people depending on
set-up.) Flat rate, four hour block (includes use of up to 80 chairs, tables,
and parking for guests.) Renter responsible for set-up prior to event and
takedown afterwards.
 - (i) Monday-Thursday.....\$150.00
 - (ii) Friday thru Sunday.....\$250.00
 - (iii) Additional rental time if needed, per hour.....\$ 75.00
 - (6) Amphitheater (after hours) (maximum 300 people) \$20.00
 - (7) Cabin/meeting room (maximum 25 people).....\$50.00
 - (b) Other Facilities Rental
 - (1) Overnight camping, per group/per night (maximum 15 people)\$30.00
 - (2) Zip line school.....\$5.00
 - (3) High Ropes course – School.....\$15.00
 - (4) ½ Day Course School.....\$20.00
 - (5) Full Day School.....\$25.00

5. Park grounds
 - (a) Before hours (2-hour minimum) \$150.00
 - (b) After hours (2-hour minimum) \$150.00
6. Tour Groups
 - (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person) \$7.00
 - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person) \$10.00
- K. Senior Citizens Programs
 1. Activity fee
 - (a) Resident \$25.00
 - (b) Non-City, Sullivan County Resident \$45.00
 - (c) Other \$70.00
 2. Ceramic/Clay, yearly usage fee \$10.00
 3. Craft fee *Cost of materials and instructor used in project*
 4. Special Class Fee
 - (a) Skilled classes, per semester \$30.00-\$400.00
(i.e., Advanced Tai Chi, Power Yoga, Computer Classes, Specialty Workshops)
 - (b) Instructors' Salaries 60% maximum class fees or hourly rate
 - (c) Other Senior Center class fees are determined by the Senior Center Director with approval from the Senior Center Advisory Council
 5. Non-service day trips, per person/per trip
 - (a) Local \$5.00
 - (b) Non-local \$13.00
 - (c) Extended travel (administrative fee) \$25.00
 6. Locker Fee \$2.00
 7. Newsletter
 - (a) Annually \$6.00
 - (b) Per copy \$0.50
 8. Copies, per page \$0.25
- L. Lynn View Community Center
 1. Gym Rental, per hour (2-hour minimum) \$30.00
 - (a) Vendor Fee for events with Sales/Tickets \$15.00
 2. Cafeteria Rental, per hour (3-hour minimum) \$20.00
 3. Cafeteria Rental per hour, event with Sales/Tickets (3 hour minimum) \$22.00
 4. Multipurpose Room Rental, per hour (3-hour minimum) \$10.00-\$15.00
 5. Multipurpose Room Rental, per hour (3-hour minimum) \$7.00-\$12.00
Event with Sales/Tickets
 6. Auditorium Rental per hour (3-hour minimum) \$30.00
 7. Auditorium Rental per hour (3 hour minimum), event with Sales/Tickets \$32.00
 8. Football Field Rental, per hour \$30.00
 - (a) Vendor Fee for events with Sales/Tickets \$35.00
 - (b) Light fee for event \$15.00
 9. Lower Baseball Field Rental, per hour \$20.00
 - (a) Vendor Fee for events with Sales/Tickets \$15.00
 10. Equipment Rental
 - (a) TV/VCR/DVD, per event \$15.00
 - (b) Flip Chart, per event \$20.00
 - (c) White Board, per event \$10.00
 - (d) Overhead, per event \$15.00

- (e) LCD Projector and Screen, per event \$40.00
- (f) Wi-Fi connection, per day \$50.00
- Maximum charge per event.....\$100.00

M. Kingsport Farmers Market

1. Pavilion Rental

- (a) Monday–Sunday, 8AM–12 Midnight (up to 8 hours will be considered a half day rental).....\$250.00
- (b) Monday–Sunday, 8AM–12 Midnight, per day (considered a full day rental).....\$450.00
- (1) Prep/Take Down in addition to a full day.....\$80.00
- (c) Facility charges for events lasting more than the designated time block (all facilities and grounds) per hour.....\$75.00
- (d) Deposit due with confirmed reservation (applicable to total amount due).....\$100.00
- (e) Rentals exceeding the scheduled ending reservation time, per half hour (with a minimum charge of \$50.00).....\$50.00

*At the discretion of Farmers Market Management, a renter can be charged a cleaning fee that is equal to the rental exceeding time limit of \$50.00 if the renter does not leave the space in the same condition as it was upon arrival.

*The City Manager or his designee has the authority to adjust the fee if the proposed event, including setup, is less than half the time of the rental.

*Renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Farmer's Market.

*Tables and chairs may be rented from the Kingsport Parks and Recreation Department.

*Auxiliary Personnel – Off-duty City of Kingsport Firefighter or Police Officer may be required at certain events. Auxiliary personnel are used at the discretion of the City of Kingsport. The renter will be responsible for paying auxiliary personnel.

*Damage Deposit – 50% (\$100.00 minimum) of rental fee may apply at the discretion of the facility manager.

2. Vendor – Daily Booth Rental Fees – Inside Pavilion

- (a) Wednesdays – Full booth.....\$7.00
- (b) Wednesdays – Half booth.....\$4.00
- (c) Saturdays – Full Booth.....\$15.00
- (d) Saturdays – Half Booth.....\$7.00

3. Vendor – Daily Booth Rental Fees – Outside Pavilion

- (a) Wednesdays – Full booth.....\$4.00
- (b) Saturdays – Full booth.....\$8.00

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Farmers Market

N. Kingsport Carousel

- 1. Tokens for Rides.....\$1.00
- 2. Special Events, non-public hours, per hour, minimum of 2 hours.....\$100.00
- 3. Birthday Parties (2 hour duration) during public hours, w/unlimited rides.....\$100.00
- 4. Rental of Carousel Studio, per hour (3 hour minimum).....\$20.00

*At the discretion of Carousel Management, a renter can be charged a cleaning fee that is equal to one hour use of the space if the renter does not leave the space in the same condition as it was upon arrival.

*The City Manager or his designee has the authority to adjust any of the above listed fees for special promotions/events.

O. Kingsport Aquatic Center Events/Facilities

1. Daily Fees

- (a) Ages 2 & under.....Free w/ paying adult
- (b) Under 48".....\$6.00
- (c) 48" and above.....\$8.00
- (d) Ages 55 & over.....\$6.00
- (e) Group (more than 10 people).....\$4.00 each
- (f) Last two (2) hours of operation for the Indoor Pool outside of summer operational season:
 - (1) Under 48".....\$3.00
 - (2) 48" and above.....\$4.00
 - (3) Ages 55 & over\$3.00

2. Seasonal Waterpark Passes (Summer Operational Season)

- (a) Under 48".....\$100.00
- (b) 48" and above.....\$125.00
- (c) Ages 55 & over.....\$100.00
- (d) Family (2 adults and 2 youth).....\$250.00
 - (1) Additional person\$15.00

3. Annual Memberships (ONE annual payment includes member rates on classes and a 10% discount on facility rentals and concessions)

- (a) Under 48".....\$230.00
- (b) 48" and above\$300.00
- (c) Ages 55 & over.....\$230.00
- (d) Family (2 adults & 2 youth).....\$475.00
 - (1) Additional person (living in same household).....\$50.00

4. Monthly Memberships

- (a) Under 48".....\$30.00
- (b) 48" and above.....\$35.00
- (c) Ages 55 & over\$30.00
- (d) Family (2 adults & 2 youth)\$70.00
 - (1) Additional person (living in same household)\$5.00

5. Rentals

- (a) Room (includes tables and chairs).....\$40.00/hr
- (b) Indoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$250.00/hr
 - (2) 101-250 people.....\$350.00/hr
 - (3) 251-400 / Commercial\$450.00/hr
- (c) Outdoor Facility (minimum of 2 hrs)
 - (1) 1-100 people.....\$350.00/hr
 - (2) 101-250 people.....\$450.00/hr
 - (3) 251-400 / Commercial.....\$550.00/hr
- (d) Outdoor Lap Pool (minimum of 2 hrs)
 - (1) 1-100 people\$150.00/hr
 - (2) 101-200 people\$250.00/hr
- (e) Lap Lane
 - (1) Short course (maximum of 8 swimmers/lane).....\$10.00/hr
 - (2) Long course (maximum of 16 swimmers/lane).....\$20.00/hr
- (f) Swim Meet
 - (1) Full day (up to 12 hrs; additional charge of \$100.00/hr after 12 hrs..\$1000.00
 - (2) Half day (5 hours or less)\$600.00
- (g) Cabana (Outdoor Waterpark Season)
 - (1) Full Day
 - (i) Monday-Thursday.....\$75.00

- (ii) Friday-Sunday & Holidays.....\$100.00
 - (2) Half Day
 - (i) Monday-Thursday.....\$40.00
 - (ii) Friday-Sunday & Holidays\$60.00
- 6. Swim Lessons
 - (a) Group (8 classes w/ sibling discount of \$5/additional child)
 - (1) Member.....\$50.00/session
 - (2) Non-member.....\$60.00/session
 - (b) Private (1 x 30 minute class or 6 x 30 minute classes)
 - (1) Member.....\$25.00/ \$140.00
 - (2) Non-Member.....\$35.00/ \$160.00
 - (c) Semiprivate (6 x 30 minute classes for 2 students)
 - (1) Member..... \$170.00
 - (2) Non-Member\$185.00
- 7. Water Exercise Classes (60 minutes in length)
 - (a) Single Class
 - (1) Member.....\$6.00
 - (2) Non-Member..... \$8.00
 - (3) Kingsport Sr Center Member\$5.00
 - (b) Monthly Pass (unlimited exercise classes during month)
 - (1) Member.....\$50.00
 - (2) Non-Member.....\$55.00
 - (3) Kingsport Sr Center Member\$40.00
- 8. Masters Swim Team
 - (a) Member (monthly)..... \$25.00
 - (b) Non-member (monthly)..... \$30.00
 - (c) Member (Quarterly) \$75.00
 - (d) Non-Member (Quarterly)..... \$90.00
- 9. Summer League Swim Team
 - (a) Member \$125.00
 - (b) Non-Member.....\$175.00
- 10. Training Courses (instructional courses for certification)
 - (a) Lifeguard Training
 - (1) Member.....\$200.00
 - (2) Non-member.....\$225.00
 - (b) Water Safety Instructor
 - (1) Member.....\$200.00
 - (2) Non-member.....\$225.00
 - (c) Certified Pool Operator
 - (1) Member \$275.00
 - (2) Non-member \$325.00
 - (d) Instructional classes lasting less than 5 hours
 - (1) Member.....\$25.00
 - (2) Non-member.....\$30.00
- 11. Special Events (varies by event).....\$3.00-\$10.00
- 12. Birthday Party Packages (party packages include admission for up to 15 guests, party room rental for 2 hours, a party host, and a birthday child favor bag.)
 - (a) Package A (basic package).....\$200.00
 - (b) Package B(includes Package A plus ¼ sheet cake/drinks/15 party favor bags).\$260.00
 - (c) Package C (includes Package B plus 2 Large 1 topping pizzas).....\$285.00
- 13. Members of the Kingsport Senior Center receive a discount of 20% for all aquatic classes

14. Seasonal Fees – Outdoor waterpark operational season

- (a) Ages 2 & under.....Free w/ paying adult
- (b) Under 48".....\$10.00
- (c) 48" and above \$12.00
- (d) Ages 55 and over..... \$10.00
- (e) Group (more than 10 people)..... (each) \$5.00
- (f) After 4 pm:
 - (1) Under 48".....\$5.00
 - (2) 48" and above.....\$6.00
 - (3) Ages 55 and over.....\$5.00
 - (4) Group (more than 10 people)..... (each) \$2.50

Facility fees for the Kingsport Aquatic Center will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Boys and Girls Club
- Kingsport Girls Incorporated
- Kingsport Chamber of Commerce
- Kingsport City Schools
- Kingsport Economic Development Board
- Downtown Kingsport Association
- Kingsport Housing Authority
- Kingsport Convention & Visitor's Bureau

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

*The renter will pay for costs incurred as a result of any damage to the facility, furnishings, equipment or grounds rising out of use of the Kingsport Aquatic Center.

Chapter 70 – Peddlers and Solicitors

- A. Street Vendors Permit application fee..... \$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 82 - Signs

- A. Inspection Fees
 - 1. Unlighted \$ 8.00
 - 2. Lighted \$10.00

Chapter 86 - Solid Waste

- A. Removal of Garbage, Trash and Recycling
 - 1. Inside City Residential waste collection from 96-gallon carts, per month
 - (a) 1st Cart\$8.00
 - (b) Each additional cart, per month.....\$8.00

Note: 1st Recycling cart included, additional carts refer to (b) above. The Inside City Residential waste collection fee will be waived for individuals on first cart (A.1. (a) above) who are enrolled in the State of Tennessee Tax Relief Program, as set forth annually by the State of Tennessee Division of Property Assessments.
 - 2. Inside City Multi-family Residential and Mobile Home Park Developments waste collected from 96-gallon carts, per cart, per month\$12.00
Note: 1st Recycling cart included, addition carts refer to above fee
 - 3. Outside City/County residential waste collection from 96-gallon carts, per month
 - (a) 1 Cart.....\$15.00
 - (b) Each additional cart, per month.....\$9.00
 - (c) Recycling per cart, per month.....\$15.00
 - 4. Business and Professional Complex collected
 - (a) From 96-gallon carts, per month, per business, per cart\$15.00

- (b) From dumpster boxes
 - KHRA & Kingsport City Schools dumpster pickup.....\$20.00
 - Commercial & Industrial dumpster pickup.....\$20.00
- 5. Construction waste material, per ton\$82.00
- This fee will be assessed to the property owner for any construction waste placed along the right-of-way.
- 6. Mixed pile at curb, items outside scope of service, move out/clean out, excessive material fee.....\$100.00
- 7. Purchase or Replacement of 96-gallon Cart\$60.00
- 8. Purchase or Replacement of 32-gallon Cart\$60.00
- 9. Appliance, per pickup Free
- 10. Carpet, per pickup\$25.00
- 11. Discarded furniture, per pickup Free
- 12. Backyard Garbage pickup, annual fee to be billed monthly.
(July 1 through June 30)\$264.00

The annual backyard garbage fee may be waived or reduced for elderly or disabled individuals who meet the annual household income limit requirements and age or disability qualifications, as set forth annually by the State of Tennessee Division of Property Assessments for the State of Tennessee's Property Tax Relief Program. Individuals desiring an exemption from or a reduction in the backyard garbage fee must make application to the Public Works Director on a form available at the Finance Customer Service Center on an annual basis. Upon approval of the application, the Public Works Director shall set the annual fee for the qualifying elderly or disabled applicant on the basis of the annual household income specified in the following sliding fee schedule:

<u>Annual Household Income</u>	<u>Annual Fee</u>
50.00% or less of Income Limit	No Fee
Over 50.00% to 62.50% of Income Limit	20% of Fee
Over 62.50% to 75.00% of Income Limit	40% of Fee
Over 75.00% to 87.50% of Income Limit	60% of Fee
Over 87.50% to 100.00% of Income Limit	80% of Fee
Over 100.00 % of Income Limit	100% of Fee

- 13. Roll Off Containers
 - (a) A tipping fee per ton (Sullivan County rates)\$37.28
 - (b) Rental fee, per month.....\$80.00
 - (c) Pull fee, per trip (minimum of one per month).....\$100.00
- B. Demolition Landfill Fee and Charges

A tipping fee shall be charged for all waste deposited in the City's Demolition landfill as follows:

 - 1. A tipping fee shall be charged to all users of the Demolition Landfill. City residents will be allowed to tip a maximum of 1,000 lbs per trip at no cost twice per year (July 1 through June 30). This applies to City residents performing work at their primary residence.
 - 2. A minimum tipping fee shall be charged for all vehicles entering the landfill with a net weight of less than 1,000 lbs.....\$16.00
 - 3. A tipping fee shall be charged for all vehicles entering the landfill with a net weight of 1,000 lbs. or more calculated on a per ton basis at a rate of (per ton).....\$32.00
 - 4. Tires
 - (a) 4 or less, each\$1.00
 - (b) More than 10, per ton \$140.00
- C. Contract collectors and haulers of solid waste annual application and permit fee\$750.00

The annual fee must be submitted with the application. The fee is nonrefundable.

Provided the application is approved by the Director of Public Works, the permit shall expire on the next 30th day of April following issuance of the permit. The duration of the permit shall not exceed one year. The permit fee is not pro-rated. Regardless of when the application is submitted, the full fee must accompany the application; and the permit if granted, shall expire on the next 30th day of April following issuance.

Chapter 90 – Streets, Sidewalks and Other Public Places

- A. Sidewalk Dining Facilities Permit application fee \$50.00
(The permit shall remain valid for one year after issuance.)

Chapter 98 - Traffic and Vehicles

Parking Fees (effective January 1, 2003): A parking fee structure is not in effect for parking lots owned by the City of Kingsport. These lots are commonly referred to as the Commerce Street Parking Lot, the Farmers Market Parking Lot, the Shelby Street Parking Lot, the Library Parking Lot and the Five Points Parking Lot. Parking in these lots is allowed on a first come, first served basis unless posted otherwise for a special-use event authorized in writing by the City Manager.

Chapter 102 – Utilities

- A. Unmetered Non-commercial Customers - Monthly rate \$20.52
- B. Water Connection Service Fee and Deposits
1. Inside City \$30.00
 2. Outside City \$40.00
 3. Deposit for all new and certain former residential customers..... \$50.00
- C. Temporary connection of 2 inch meter to fire hydrant
1. Inside City \$200.00
 2. Outside City \$250.00
- D. Water Usage Rates
1. Minimum gallons per month by meter size

Size of Meter	Gallons (Inside City)	Gallons (Outside City)
5/8 inch	2,000	1,400
1 inch	4,000	4,000
1½ inch	8,000	8,000
2 inch	14,000	14,000
3 inch	44,000	44,000
4 inch	111,000	111,000
6 inch	271,000	271,000
8 inch	388,000	388,000
10 inch	676,000	676,000
12 inch	1,200,000	1,200,000
 2. Usage rate schedule

Meter inside City.....	Gallons	per 1,000 gallons
	First 2,000	\$4.19
	Next 13,000	3.37
	Next 55,000	2.60
	All Over 70,000	1.85
Meter outside City.....	Gallons	per 1,000 gallons
	First 2,000	\$11.67
	Next 13,000	7.07
	Next 35,000	6.39
	Next 70,000	5.93
	Next 70,000	4.85
	All over 190,000	4.56

NOTE: The water usage rates set out in paragraphs D.1 and D.2 above shall be applicable effective for billing on or after July 1, 2020.

E.	Disconnection, Reconnection of Service		
1.	Reconnection/Nonpayment fee		
	(a) City water customers (before 5PM on work days)		\$25.00
	(b) City water customers (after 5PM, weekends, holidays)		\$50.00
	(c) Bloomingdale Utility District water customers	BUD Current Rate	
2.	Meter removal or locking fee		
			\$50.00
3.	Obstruction removal fee		
			\$50.00
F.	Service Call Charges		
		<u>Inside City</u>	<u>Outside City</u>
1.	Raise/lower water meter at the request of the user.....	\$70.00	\$95.00
2.	Leak detection/line locating services (on private property) per hour..	\$60.00	\$75.00
3.	Backflow Prevention Devices Testing Fee		
	(a) Initial Test.....		Free
	(b) Annual Test		Free
	(c) Retesting Fee, per test (if device fails on initial or annual test)		\$50.00
4.	Service Fee		
	(a) Initial Call.....		Free
	(b) Recurring Service Calls, each		\$25.00
G.	Tapping Fees (Including Fire Services / Meter Relocation Fee / Fire Service Relocation Fee)		
	Size of Connection		
	<u>(Meter or Fire Service)</u>	<u>Inside City</u>	<u>Outside City</u>
	5/8 inch	\$ 635.00	\$ 1,100.00
	1 inch	865.00	1,370.00
	1 1/2 inch	1,035.00	1,670.00
	2 inch	1,240.00	2,030.00
	3 inch	3,700.00	4,900.00
	4 inch	4,000.00	5,400.00
	6 inch	6,900.00	9,000.00
	8 inch	8,700.00	11,000.00
	10 inch	12,100.00	14,900.00
	NOTE: Tapping fees, relocation fees and fire service fees for meters of 6 inches and larger shall be subject to additional charges calculated on an individual basis, based on the cost to connect the meter to the City's main water line.		
H.	Private Fire Service Connection (Monthly Charge - Plus usage rates found in Section D.2)		
	Size of Connection		
	<u>Furnished by City</u>	<u>Inside City</u>	<u>Outside City</u>
	4 inches and below	\$ 15.00	\$ 31.00
	6 inches	20.00	42.00
	8 inches	30.00	62.00
	10 inches	40.00	82.00
	12 inches	60.00	142.00
I.	Fire Hydrants		
1.	Fire hydrant installation (inside or outside City).....		
			\$2,500.00
2.	Hydrant relocation fee (inside or outside City when performed at the request of any interested party).....		
			\$2,500.00
J.	Water Line Extension		
1.	Cost estimation (refundable only if extension is approved)		
			\$50.00
2.	Extension cost (per foot)		
	<u>Size</u>	<u>Cost per Lineal Foot</u>	
	2-inch PVC	\$7.00	
	4-inch PVC	\$10.00	
	6-inch ductile iron	\$30.00	
	8-inch ductile iron	\$40.00	

NOTE: On extensions of 6 and 8-inch ductile iron pipe there will be an additional charge of \$1,000 per 500 feet for fire hydrant connection plus the hydrant fee stated above.

K. Sewers and Sewage Disposal

1. Tap-on fees

- (a) Residences, single family - cluster homes, condominiums, townhouses, duplexes, row houses etc. per living unit (existing structures and new construction) served by sanitary facilities
 - (1) Inside City \$1,950.00¹
 - (2) Outside City \$2,250.00¹
- (b) Additional units on same tap..... \$200.00
- (c) Additional units requiring additional tap
OR, additional tap on same property
OR, relocation of existing lateral
 - (1) Inside City \$1,950.00¹
 - (2) Outside City \$2,250.00¹
- (d) Car wash (existing structures and new construction)
 - (1) First bay
 - (i) Inside City \$1,950.00
 - (ii) Outside City..... \$2,925.00
 - (2) Each additional bay
 - (i) Inside City \$500.00
 - (ii) Outside City..... \$750.00
- (e) Multi-family complexes, hotels, motels, hospitals, nursing homes, retirement centers, mobile home parks (existing structures and new construction)
 - (1) First rental unit/room
 - (i) Inside City \$1,950.00
 - (ii) Outside City..... \$2,925.00
 - (2) Each additional unit
 - (i) Inside City \$200.00
 - (ii) Outside City..... \$300.00
- (f) Large and small commercial users, factories and shopping centers (existing structures and new construction)
 - (1) First 10,000 sq. ft. (or each additional lateral)
 - (i) Inside City \$1,950.00
 - (ii) Outside City..... \$2,925.00
 - (2) Each additional 10,000 sq. ft.
 - (i) Inside City \$300.00
 - (ii) Outside City..... \$450.00
- (g) Low Pressure Tap Fees
On-site Individual Pump (requires evaluation, Public Works Director's written approval and written agreement with property owner)
 - (1) New Structures
 - (i) Inside City \$5,000.00
 - (ii) Outside City \$5,300.00
 - (2) Existing Structures
 - (i) Inside City \$1,950.00
 - (ii) Outside City \$5,300.00
- (h) Sewer connection fee (charged to developer when City crews tap or connect developer installed collector lines to existing City trunklines).....\$1,000.00

¹Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. Tap Fees may be financed over a ten (10) year period and shall be payable in equal monthly installments including interest charged at a rate established by this resolution. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note secured by a deed of trust in the amount of the tap fee payable to the City of Kingsport. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. Also, the property owner shall owe a lateral construction fee in addition to the current tap fee if the lateral is not in place at the time of connection.

2. Interest rate, per annum 9.5%

Upon mailing of notices of the availability of sewer to the property owner of record, or on the date of the tap fee permit, whichever shall come first, when payment is not received in full, interest shall begin to accrue on the 91st day from the date of the notification, or on the date of the permit, as is applicable, on the amount of the tap fee, the lateral fee, or lateral construction fee schedule and related definitions.

3. Recording fee and other charges for recording Deeds of Trust and Release Deeds will be the same as those assessed to the City by the Register of Deeds of the county where the deeds are recorded.

4. Definitions

- (a) Financing:

Financing shall be available to residential property served by City of Kingsport installed collector sewers. For the purpose of determining the availability of financing, residential property shall mean existing single family residences or row houses, as defined herein, and include new residential construction only when the construction is for the property owner's own personal use. A property owner(s) desiring to finance the tap fee will be required to execute a promissory note in the amount of the tap fee due payable to the City of Kingsport. The property owner(s) shall also be required to execute a Deed of Trust securing the note. The promissory note and the deed of trust shall be a standard form prescribed by the City Recorder and approved by the City Attorney. The property owner(s) shall be further required to pay to the City a recording fee as set out herein at the time the Deed of Trust is executed.

Owners of the following classes of property:

- Residences or row houses (existing structures or new construction only when the construction is for the property owner's own personal use)
- Existing additional units

may finance the tap fee due and payable to the City over a ten (10) year period in equal monthly installments including interest charged at a rate established by this resolution upon the execution of a promissory note and a deed of trust securing the note.

In the event an outside property owner financing a tap fee is annexed he/she shall be given a pro rata credit to their outstanding principal balance in the month following the effective date of annexation equal to the difference between an outside tap fee and an inside tap fee in effect at the time the promissory note was initially entered into. The pro rata amount to be credited against the property owner's account will be determined by allocating the difference between an outside tap fee and an inside tap fee on a monthly basis over the term of the

promissory note and applying the monthly amount to the number of installments remaining to be billed over the term of the promissory note as of the effective date of the annexation. The amount calculated by applying the monthly amount to the number of unbilled installments as the effective date of annexation will be applied as a credit against the property owner's outstanding principal balance.

Financing shall not be available to owners of the following class of property:

- New residences located in subdivisions in which sewer mains and laterals have been installed by developers

Also, financing shall not be available in cases where the development is for speculative purposes. In determining if construction is for speculative purposes, any sewer tap permit issued in the name of a licensed contractor, plumber, developer, or broker shall be considered for speculative purposes and payment of the tap fee in full shall be required. In cases where a contractor constructs a residence for personal occupancy and desires to finance the tap fee, the contractor/owner will be eligible to finance when he or she provides the City Recorder with (1) certification that the residence has been constructed for personal occupancy of the owner/ contractor, and (2) executes a standard City of Kingsport promissory note and deed of trust securing the note for sewer tap fees payable to the City of Kingsport. The "Certification of Construction for Personal Occupancy" shall be a standard form prescribed by the City Recorder and approved by the City Attorney.

(b) Categories of Uses

- (1) Single Family Residence: A building occupied exclusively for residence purpose by one family or housekeeping unit, independent of any other structure, and generally owner occupied.
- (2) Row Houses: Utilizes a common wall between houses (duplex) or row house can have common walls on both sides of the structure (cluster home, townhouse and/or condominium) and usually is one-family owner occupied.
- (3) Additional Existing Units: Additional existing units on same lot or parcel of land with existing residence and connected to the same sewer tap.
- (4) Subdivisions and/or Planned Residential Development: Developments approved by the Kingsport Planning Commission where developer installs sanitary sewer collector system to City specifications and conveys by deed to City for maintenance. Internal circulation can be either public or private streets. Development where individual living units are available for private ownership.
- (5) Multi-family Project: Usually involves more than one building on a large site (internal vehicular circulation serving each building) and each multifamily complex or building located within the multifamily project shall be subject to the fee schedule established herein for multifamily complexes. Housing can be either low- or high-rise. The project is usually under one ownership, and the dwelling units are rented, but each dwelling unit may be under individual ownership.

- (6) Multi-family Complex: Usually consists of one building with direct access from building to public street and/or sanitary sewer easement. Can be either one ownership of entire project or individual ownership of each dwelling unit.
- (7) Hospitals, Nursing Homes, Retirement Centers: Unit/room is determined by the area (number of beds) served by one bath. Can be a private room, semi-private room or two rooms, etc.
- (8) Public Sewer System: A sanitary sewer system installed in a development comprised of lots, units, etc., available for individual acquisition and ownership. System developed to City specifications, at developer's expense and conveyed by deed to the City for maintenance.
- (9) Small Commercial Users (with less than 10,000 square feet in floor area): Such as those businesses or services as set forth in Article IV, Section 5, Subsection (A) - (E), inclusive, and Section 9 of the Zoning Ordinance of the City of Kingsport, except that those uses permitted within other zones or uses expressly excepted by Section 26-124 of the Code of Ordinances of the City of Kingsport or this Resolution shall not be construed to be included in this classification.

5. Monthly sewer service charges

- (a) Class I sewerage inside City
 - per 1,000 gallons per month\$8.14
 - Minimum charge (2,000 gallons).....\$16.28
- (b) Class I sewerage outside City
 - per 1,000 gallons per month\$12.24
 - Minimum charge (2,000 gallons).....\$24.48
- (c) Class II sewerage surcharge fees
 - (1) BOD per lb.....\$0.204
 - (2) TSS per lb.....\$0.102
- (d) Residential or commercial water customers located within the corporate limits of the City of Kingsport where sanitary sewers are not available and are identified by the Public Works Director as receiving septic tank pumping and waste hauling services provided by the City of Kingsport shall be subject to the sewer user fee for Class I customers as set out in (a) above. Tap fee applicable to property served shall be paid before such service begins.

NOTE: The sewer usage rates set out in paragraph K.5 above shall be applicable effective for billing on or after July 1, 2020.

6. A sewer cap shall be established for all residential customers as follows:

- (a) An average base figure on water consumption will be established for individual residential customers. This figure will be calculated by using the consumption by each metered customer during the five-month billing periods of December to April, winter months when water usage is reasonably stable, and when most water enters the City sewer system.
- (b) Since sewer fees are based on per-thousand-gallon usage, the average that was calculated from the winter period will be rounded-up to the next thousand-gallon level.
- (c) A 3,000-gallon amount will be added to the average of each customer to arrive at a final individual consumption average.

- (d) Once established, the final average will be used as the annual individual sewer cap for the following year. A new cap will be established during each winter period and the procedure will be repeated.
 - (e) Any new residential customer will be assigned a cap of 8,000 until an average individual cap can be established.
7. Wastewater discharge permit fees
- (a) Non-domestic permit application
 - (1) Original application
 - (i) Inside City \$50.00
 - (ii) Outside City \$60.00
 - (2) Renewal application
 - (i) Inside City \$25.00
 - (ii) Outside City \$30.00

Fee is non-refundable. Applicants who file an application with incomplete or missing information have thirty (30) days to correct and resubmit the application. Those applicants not resubmitting within 30 days will be required to start the application process over, including payment of another fee.
 - (b) Non-domestic permits (annual fee)
 - (i) Inside City \$200.00
 - (ii) Outside City \$240.00

Permits are issued for annual periods not to exceed a 5-year time limit.
Fees are based on an annual rate.
 - (c) Transfer permit \$100.00
8. Waste Water Appeals Board fee \$250.00
9. Water/Sewer Monitoring, inspection and surveillance fees
- (a) Lateral inspection
 - (1) Inside City (per foot)..... \$2.00
 - (2) Outside City (per foot)..... \$3.00
 - (3) Minimum charge \$50.00
 - (b) Dye/Smoke test
 - (1) Inside City \$50.00
 - (2) Outside City \$75.00
 - (c) Investigation of odor
 - (1) Inside City \$50.00
 - (2) Outside City \$75.00
 - (d) Pretreatment inspection..... \$50.00
 - (e) Sample collection/composite
 - (1) City provides equipment \$50.00
 - (2) Industry provides equipment..... \$30.00
 - (f) Sample collection/grab \$50.00
 - (g) Flow monitoring (per day)..... \$50.00
 - (h) 5-day BOD \$25.00
 - (i) Total Coliform/E-Coli \$35.00
 - (j) Total suspended solids \$15.00
 - (k) Dissolved oxygen \$10.00
 - (l) Ammonia \$20.00
 - (m) pH \$10.00
 - (n) Temperature..... \$10.00
 - (o) Oil and grease \$50.00
10. Waste hauler permit fee (annual) \$50.00
11. Hauled waste disposal

- (a) Domestic (per load up to 2,000 gallons) \$75.00
- (b) Non-domestic (per 1,000 gallons)
 - (1) Inside City \$150.00
 - (2) Outside City (in 201 area) \$250.00
 - (3) Outside City (out of 201 area) \$400.00
- 12. Application exception \$500.00
(temporary exception to waste water discharge restrictions)
1 per year not to exceed 180 days
- 13. Lateral cleaning
 - (a) Inside City \$100.00
 - (b) Outside City \$150.00
- 14. Relocation of residential pump
 - (a) Inside City \$3,000.00
 - (b) Outside City \$4,500.00
- 15. UST discharge permit fee (per tank) \$100.00
- 16. Groundwater discharge permit fee \$250.00
(annual fee, per location)
- 17. Manhole adjustment fee (per foot adjusted) \$200.00
- 18. Lateral location fee
 - (a) Inside City \$150.00
 - (b) Outside City \$200.00

L. Stormwater User's Fee Rates

*The terms used in this subsection L shall have the same meaning ascribed to such terms in Ordinance No. 6146, establishing the stormwater utility.

*The single-family unit (SFU) is hereby established as 3,794 square feet of impervious surface area. The base rate for stormwater user's fees is \$3.50 per month per SFU.

*For the other developed property classification in the chart below, the number of single-family units is determined by dividing the total square footage of impervious surface area of the property by the single-family unit (SFU) rounded to the nearest tenth. The minimum value shall not be less than one single-family unit.

The stormwater user's fee rate for non-exempt single-family residential property, non-single family residential property, and other developed property classifications are shown in the following chart:

Classification	% SFU	Stormwater User's Fee Monthly Rate
Single-Family Residential Property		
Tier (square footage of impervious surface)		
0 to 1,912	70	\$2.45 per month
1,913 to 6,269	100	\$3.50 per month
6,270 and beyond	140	\$4.90 per month
Non-Single Family Residential Property – Duplexes, townhouses, apartments, condominiums, mobile homes, etc.		
Charge Per Each Dwelling Unit	60	\$2.10 per month
Other Developed Property – Commercial, industrial, institutional, recreational, cultural, churches, parking lots, etc.	Variable, depending on amount of impervious surface area	\$3.50 per SFU per month with a minimum fee of no less than \$3.50 per month

The stormwater user's fee shall be effective beginning February 1, 2012. The fee will become due at the end of the month in which it is charged, and it will be payable in the following month.

M. Payment Processing Posting Priority

Payments for services billed on City utility statements will be processed, posted and applied to the accounts receivable in the following order of priority:

<u>Payment Priority</u>	<u>Accounts Receivable Description</u>
10.....	Bankruptcy
11.....	Balance Forward
12.....	Payment Correction Transfer Balance
13.....	Returned Check Fee
14.....	Service Charges
15.....	Returned Check Transfer Balance
16.....	Declined Credit Card IVR Fee
17.....	Non-Payment Fee
18.....	Final Bill
19.....	Installation Fees
20.....	Water Tap Fees
21.....	Lines Extension Estimate
22.....	Utility Deposit
23.....	Finance Department Adjustment
30.....	Stormwater Penalty
31.....	Stormwater Fees
40.....	Residential Garbage – Backdoor
41.....	Residential Garbage – Curbside
42.....	Multi-Family/Business/Professional Complex Garbage
60.....	Miscellaneous Charge
61.....	Deposit Interest
62.....	Census Survey
78.....	Sewer Penalties
79.....	Sewer Sales
87.....	State Sales Tax
88.....	Water Penalties
89.....	Water Sales

N. Bulk Sale of Residential Water and Sewer Taps – Bundled (Taps purchased as a bundle and assigned to an existing address)

If the account is not activated within the first year, minimum usage rates will begin one year from the date of purchase.

1. 10-19 taps purchased as a bundle
 - (a) Inside City.....25% discount
 - (b) Outside City.....20% discount
2. 20 or more taps purchased as a bundle
 - (a) Inside City.....50% discount
 - (b) Outside City.....40% discount

Chapter 110 - Vehicles for Hire

A. Charter Bus Fees

1. Per hour (subject to a three (3) hour minimum charge) \$40.00
2. Private Charter of 24-passenger Mini-Bus (first 2 hours)..... \$150.00
 - (a) (per hour thereafter) \$100.00

3. Non-Profit/Hotel-Motel Charter of 24-passenger Mini-Bus
 - (a) (First two hours) \$125.00
 - (b) (per hour thereafter) \$80.00

[NOTE: Fees are for actual time beginning when vehicle leaves City Garage until return to City Garage.]
- B. 24-Passenger Mini-Bus Advertising Rates (for 6-month period)
 - Side Panel (each) \$7,000.00
 - Back Panel \$4,000.00
 - Both Sides and Back Panel \$15,000.00
- C. KATS Fixed-Route Service Fares
 1. Regular fare \$1.00
 2. 65 and over \$0.50
 3. Handicapped \$0.50
 4. Monthly Pass \$20.00
 5. City Employees/Students with valid ID/Children under age 18 Free
 6. Military Veterans with Valid ID \$0.50
 7. Route Deviation \$1.00
 8. Multi-Ride Ticket Book (24 one-way trips) \$20.00
 9. Multi-Ride Ticket Book Reduced Fare (24 one-way trips) \$12.00
 10. Weekly Pass*** \$5.00
 11. Daily Pass*** \$2.00
- D. KATS ADA/Paratransit Fares (Individuals must be certified to use service, staff will determine contiguous areas newly annexed throughout the year that are adopted by designated ADA Zone map, which is on file in the KATS administration office.)
 1. Zone 1, ADA/Paratransit trips within Blue Zone (one-way trip) \$2.00
 2. Zone 2, ADA/Paratransit trips within Green Zone (one-way trip) \$4.00
 3. Zone 3, ADA/Paratransit trips within Yellow Zone (one-way trip) \$5.00
- E. KATS Dial-A-Ride 65 (next day service to individuals 65 and older, when ADA capacity allows)
 1. Dial-A-Ride 65, Trips within ADA Zone 1 (one-way trip) \$3.00
 2. Dial-A-Ride 65, Trips within ADA Zone 2 (one-way trip) \$4.00
 3. Dial-A-Ride 65, Trips within ADA Zone 3 (one-way trip) \$5.00
- F. KATS Dial-A-Ride Job Assist (service to individuals traveling to and from work, when ADA capacity allows)
 1. Dial-A-Ride Job Assist, Trips within ADA Zone 1 (one-way trip) \$3.00
 2. Dial-A-Ride Job Assist, Trips within ADA Zone 2 (one-way trip) \$4.00
 3. Dial-A-Ride Job Assist, Trips within ADA Zone 3 (one-way trip) \$5.00
- G. Dial-A-Ride Multi-Ride Ticket Book (24 tickets worth \$1.00 each) \$24.00
- H. No Show Fee (does not apply to ADA trips). A No-Show occurs when a rider fails to appear to board the vehicle for a scheduled trip. No-shows or late cancellations are not counted when there are situations beyond the rider's control that prevents the rider from notifying KATS that the trip cannot be taken. Customers who miss three (3) or more scheduled trips in a month, establish a pattern of No-Shows, or fail to cancel trips in a timely manner are subject to service suspension. Customers can avoid a pending suspension by paying for the No-Show trips they were responsible for. For all proposed suspensions, the customer will receive a detailed list of violations. Customers may remove violations by paying the total cost of their No-Show trips.
- I. Program/Discount Card Replacement \$1.00

*The City Manager or his designee has the authority to adjust any of the above fees for special promotions or events.

Chapter 114 - Zoning

- A. Planning and Zoning Fees
 - 1. Rezoning application fees:
 - (a) Any downsizing (from higher to lower density)..... \$200.00
 - (b) Any rezoning less than 20 acres..... \$400.00
 - (c) Any rezoning over 20 acres..... \$450.00
 - 2. Board of Zoning Appeals
 - (a) Application for Special Exception..... \$100.00
 - (b) Application for Variance..... \$50.00
 - (c) Application for Administrative Review \$50.00
 - 3. Historic Zoning Commission
 - (a) Case filed for hearing at HZC Meeting \$50.00
 - (b) Case filed for In-House Approval with HZC No charge
 - 4. Each case filed with the Gateway Review Committee..... \$50.00
 - 5. Planned Developments (including condominiums)..... \$20.00 per unit
 - 6. Site Plan (ZDP-PD-M1-R-MX):
 - (a) Preliminary \$100.00
 - (b) Final..... \$50.00
 - 7. Communications tower
 - (a) New tower \$1,500.00
 - (b) Co-located antennas \$350.00
 - B. Subdivision fees
 - 1. Preliminary Plat \$200.00
 - 2. Construction Plans..... (to be determined by Engineering)
 - 3. Final Plat (including minor subdivisions) \$25.00 per lot
 - 4. Bond Recording Fee (per page) \$4.00
 - C. Right-of-Way Vacating application fee \$75.00
 - D. Off-Premise Signs, Per Face (annual) \$100.00
 - E. Zoning Verification Letter..... \$20.00
 - F. Geographic Information Services (GIS) Fees:
 - 1. Map Products
 - (a) Staff time, per hour..... \$23.00
 - (b) Hard copy maps, standard sizes
 - (1) 48" x 36" (includes Kingsport Street Index Map & all Map Books) . \$30.00
 - (2) 36" x 24" \$25.00
 - (3) 8.5" x 11" \$10.00
 - (c) Hard copy maps, custom sizes (per inch, by longest side).....\$0.63
 - (d) Tax maps, 911 maps, and subdivision plats (per copy)\$5.00
 - 2. Standard GIS Reports (street dictionary, etc., per page) \$0.10
 - 3. Geographic Data for commercial users 5%
(Specifically 5% of the development cost attributable to each data category, or data category subset, that a commercial user applies for.)
- [Note: The above costs will apply to GIS/Engineering data/maps distributed by other Departments or Divisions.]

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the fees, rates, and charges set out in this resolution shall be in effect from and after its date of adoption unless otherwise stated herein, or until and unless any fee, rate, or charge is changed by subsequent resolution.

Adopted this 16th day of June, 2020.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Approving a Telework Policy for Eligible City Employees

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

Action Form No.: AF-159-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: George DeCroes
 Presentation By: George DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

With the advent of the coronavirus pandemic, the city was encouraged by health and governmental agencies to allow employees to work from home when possible to avoid potential virus spread. The city complied but realized that there was no policy in place that addressed telework. In order to meet any future needs, the city has created the attached Telework Policy for eligible employees.

In the policy, a determination to allow telework is deemed an administrative decision of the City Manager and is no different than the assignment of a particular work station to an employee while on City property. Employees permitted to telework will:

- Work during usual work hours, unless hours are otherwise assigned
- Observe all leave requirements
- Forward the employees work phone to a mobile phone used by the employee
- Be prepared to arrive at the traditional worksite in a timely manner when needed

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION ADOPTING A TELEWORK POLICY

WHEREAS, the city has realized a need for a Telework Policy for eligible city employees.

Now, therefore,

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

SECTION I. That the following policy is adopted as the official Telework for the City of Kingsport:

The City Manager has the authority to make arrangements to allow an employee to telework when the City Manager determines, in the City Manager's sole discretion, that such an arrangement is in the best interest of the City. A telework arrangement is therefore not a right and is available solely at the discretion of the City Manager which may be terminated at any time

A determination to allow telework is deemed an administrative decision of the City Manager and is no different than the assignment of a particular work station to an employee while on City property. Furthermore, the City Manager shall have sole discretion to determine the conditions of a telework arrangement and may delegate management of all telework arrangements to department managers or other city personnel.

Any employee permitted to telework is subject to all City policies and procedures, will perform their duties, and conduct themselves in the same manner as in the traditional work environment.

In addition to the foregoing any employee permitted to telework will:

- Work during usual work hours, unless hours are otherwise assigned;
- Observe all the leave requirements;
- Forward call to the employee's work phone to a mobile phone used by the employee and answer it as if they were in the traditional worksite; and,
- Be prepared to arrive at the traditional worksite in a timely manner when needed in the opinion of the employee's supervision.

OTHER PROVISIONS

Nothing in this policy should be construed to conflict with or supersede state or federal law.

Nothing in this policy is to be construed as interfering with the constitutional rights of employees.

While the city is committed to the principles embodied in this policy, the policy itself is not intended to state contractual terms and does not constitute a contract between the city and its employees. This policy supersedes all previous policies that conflict with the terms of this policy. Furthermore, this statement constitutes ONLY the policy of the city. A finding of a violation of this policy does not mean that the conduct violates state and/or federal laws.

SECTION II. That nothing herein shall be construed to conflict with or supersede any applicable state or federal law.

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 16th 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

Consider Authorization for City Recorder to Reconcile and Adjust Uncollectible Property Tax for Tax Year 2009

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

Action Form No.: AF-116-2020
Work Session: June 15, 2020
First Reading: N/A

Final Adoption: June 16, 2020
Staff Work By: Jill Reed
Presentation By: Joe May

Recommendation:

Approve the Resolution.

Executive Summary:

A reconciliation has been made of the taxes assessed for Tax year 2009. This includes not only ad valorem tax on real property; but, also personal property taxes as well as taxes on State Assessed Properties. Tax Accounts which are in Bankruptcy are also included. Unpaid Taxes on tangible and intangible business property are not turned over to the Clerk & Master to be included in the Delinquent Tax litigation process.

The failure of a business entity to file a personal property schedule results in a forced assessment, which can continue for years in the event that the business fails to notify the Assessor that the business terminated, was sold or relocated outside the City. The Office of State Assessed Properties is the agency which conducts assessments of property taxes on certain classes of what are referred to as public utilities; which include more than privately owned telephone (including wireless), gas and electric (including transmission), and railroad companies - it also includes motor carriers and private carriers and some other classes. Any such company that fails to file an Ad Valorem Tax Report to the Office of State Assessed Properties receives a Forced Assessment, which can continue over a number of years in the event that the company has failed to file a final return reporting that it is no longer operating in Tennessee. These entities do not necessarily maintain a physical office in the City or even Tennessee.

Each year as part of the final accounting, an adjustment is made to recognize uncollectible receivables. For the Fiscal Year ending June 30, 2020, the total ad valorem tax on real property that meets such criteria represents some 14/100's of one percent of the total tax levy. Conversely, 99.86% of the tax levy has been collected. Reconciliation has been made of all tax receivables, estimated uncollectible and deferred revenue accounts and it is recommended that this adjustment in the amount of \$42,198.84 be made.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY RECORDER TO RECONCILE AND ADJUST DELINQUENT PROPERTY TAX RECEIVABLES IN FISCAL YEAR 2020 FOR THE TAX YEAR 2009 AND AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY RECORDER TO EXECUTE ANY PLEADINGS NECESSARY AND PROPER FOR THE DELINQUENT TAX COLLECTION LAWSUIT

WHEREAS, reconciliation has been made of the real, personal and public utility property tax receivables, estimated uncollectible and deferred revenue accounts, and it is recommended that an adjustment to the final accounting be made; and

WHEREAS, the adjusted real, personal and public utility property tax levy for the tax year 2009 was \$31,171,787.38; and

WHEREAS, of that amount, a total of \$42,198.84 has not been collected; and

WHEREAS, as part of the final accounting, an adjustment needs to be made to recognize uncollectible receivables.

Now therefore,

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

SECTION I. That the city recorder is hereby, authorized to reconcile and adjust delinquent real, personal and public utility property tax receivables in Fiscal Year 2020 in the amount of, \$42,198.84 for tax year 2009.

SECTION II. That the city recorder and mayor are authorized to execute any pleadings necessary and proper for the delinquent tax collection lawsuit and all other documents necessary and proper to effectuate the purpose of the reconciliation.

SECTION III. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 16th 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

Enter into a Professional Services Agreement with Gresham, Smith, & Partners for Engineering Design Services for the Wastewater Storage Facility Project

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

Action Form No.: AF-112-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: N. Ensor, C. Austin
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Our overall Wastewater Master Plan was developed in 2009, and is currently being updated. The plan evaluated current and future flows and system capacity throughout the system to determine what upgrades were required to best serve our customers, support growth and to stay in compliance with our NPDES permit. Through the master plan, it was determined that a storage facility is needed next to the Wastewater Treatment Plant to alleviate the effects of inflow and infiltration into the sewer system. During heavy rain events there are key areas that experience sanitary sewer overflows. These overflows are in violation of our NPDES permit. The storage facility will store excess flow, eliminate overflows and equalize flow into the Wastewater Treatment Plant. The facility is tentatively designed to have 7 million gallons of capacity. The final size will be determined during the design process. The facility will be constructed partially underground to limit the size above ground.

We have been working with Gresham, Smith & Partners since 2012 to find the best location, layout, and conceptual design of the Storage Facility. We would like to continue this relationship with them to provide us with final design plans in preparation of bidding the project in FY22. This design phase is anticipated to take 10 months. We will be provided with 60%, 90%, and 100% design plans, working with our staff each step of the project. All permits and approvals will also be provided, so that we will have a final set of design plans, ready to bid.

This cost of this final design is \$537,000. Funding is available and identified in project #SW2002.

Attachments:

1. Resolution
2. Scope of Design Phase Services
3. Location Map

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 A PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR THE WASTEWATER STORAGE FACILITY PROJECT 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 been updating its overall Wastewater Master Plan and has realized the need for a storage facility for overflow; and

WHEREAS, staff have been working with Gresham, Smith & Partners in this project since 2012, and would like to continue this relationship in the design phase of the project; and

WHEREAS, the city would like to enter into a professional services agreement with Gresham, Smith & Partners for the final design which will then go out to bid; and

WHEREAS, the cost of the final design is \$537,000.00 and funding is available in project SW2002.

Now therefore,

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

SECTION I. That the city's standard professional services agreement Professional Services Agreement with Gresham, Smith & Partners 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 Professional Services Agreement with Gresham, Smith & Partners and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of 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 agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 16th day of June, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Scope of Design Phase Services

for

Reedy Creek Wastewater Storage Facility

for the

City of Kingsport, Tennessee

May 2020



**Gresham
Smith**

222 Second Avenue South, Suite 1400
Nashville, Tennessee 37201-2308

1. SCOPE OF SERVICES

a. General

Gresham Smith (Engineer) will provide professional engineering, technical, and support services for the Reedy Creek Wastewater Storage Facility project (Project) for the City of Kingsport, Tennessee (Owner). The scope of the Project is based on (1) recommendations presented in the Camp, Dresser & McKee (now CDM Smith) January 2010 draft report entitled *Sanitary Sewer System, Study Phase II*; (2) the April 2, 2012 report entitled *Preliminary Engineering Report, Reedy Creek Wastewater Storage and Pumping Facilities* prepared by Engineer; and (3) the April 5, 2013 *Schematic Design Report* prepared by Engineer. The Project generally includes a new off-line wet weather equalization facility consisting of a 7-million-gallon equalization tank, 14-million-gallon per day pumping station, and related improvements.

The Project will mitigate peak wastewater conditions in the collection system to reduce the frequency of occurrence of sanitary sewer overflows in the Reedy Creek sewer basin and at the wastewater treatment plant (WWTP). The proposed facility site is adjacent to the existing WWTP influent pumping station on West Industry Drive.

The detailed scope of services, schedule and compensation for the design phase of the Project are presented herein.

b. Project Planning and Initiation

- 1) Upon receipt from Owner of an executed Agreement and notice to proceed, Engineer will:
 - a) Prepare a draft Project Schedule for review with Owner at the Project kick-off meeting;
 - b) Distribute to the Project design team for review, comments & questions a copy of the 2013 *Schematic Design Report*;
 - c) Schedule and conduct a Project Kickoff Meeting/Preliminary Design Workshop w/Owner, the purpose of which will be to review and discuss Project scope, schedule, deliverables and design team comments and questions regarding the schematic design; and validate the schematic design as established in the 2013 *Schematic Design Report* or agree to changes thereto;
 - d) Prepare and distribute for review a draft summary of the Kickoff Meeting/Preliminary Design Workshop; revise the summary to incorporate or otherwise address review comments; and publish the

Kickoff Meeting/Preliminary Design Workshop Summary, including action items;

- e) Based upon the proceedings of the Kickoff Meeting/Preliminary Design Workshop, update as necessary and publish the Project Schedule in “.pdf” format; and
 - f) Prepare and provide to Owner monthly updates to the Master Project Schedule.
- 2) Project Planning and Initiation deliverables will include:
- a) Draft and final electronic copies of Kickoff Meeting/Preliminary Design Workshop Summary;
 - b) Project Schedule, including monthly updates as the Project progresses.
- 3) Assumptions
- a) Engineer’s participants in the Project Kick-off Meeting/Preliminary Design Workshop will include the Project Executive, Project Manager, and Lead Process Engineer; additional team members may participate via teleconference or videoconference.

c. Preliminary Design

- 1) Engineer’s Preliminary Design services will include the following:
- a) Provide survey services to update and supplement the 2012 site survey performed as part of the Schematic Design phase of the Project including incorporating the new Reedy Creek trunk sewer and related work;
 - b) Prepare an addendum to the *Schematic Design Report* to document changes to the schematic design including changes to applicable codes and standards, changed site conditions, and any changes requested by Owner during the Preliminary Design Workshop; submit the draft addendum in portable digital format (“.pdf”) to Owner for review and comment; revise the addendum to incorporate or otherwise address review Owner’s comments, and publish the addendum in “.pdf” format and up to three hard copies;
 - c) Prepare Preliminary (60%) Design documents consisting of preliminary drawings, and an outline of the technical specifications for each professional discipline, including civil/site, structural, process, electrical, instrumentation and controls (I&C), mechanical (HVAC), and odor control engineering; architecture; and landscape architecture;

- d) Based upon the information contained in the 60% Design documents, prepare an updated Opinion of Probable Construction Cost (OPCC);
 - e) Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services;
 - f) Furnish three full-size hard-copies of the 60% Design documents to Owner for review and participate in a 60% Design review meeting with Owner's staff; and
 - g) Publish a 60% Design review meeting summary to document Owner's comments and Engineer's responses to comments, i.e. how the comments will be resolved (e.g. via plans revisions or other).
- 2) Preliminary Design deliverables will include:
- a) Draft and final copies of Addendum No. 1 to *Schematic Design Report* in ".pdf" format and up to three hard copies of final version;
 - b) Three full-size hard copies and one ".pdf" copy of Draft 60% Design documents listed in subparagraph c; and
 - c) Draft and final 60% Design review meeting summary in ".pdf" format.
- 3) Assumptions
- a) Engineer will use the 30% Design documents prepared in 2013 as part of the *Schematic Design Report* as the basis for design drawings, including the electronic and three-dimensional model prepared in Autodesk Civil 3D™ and Revit™.
 - b) Engineer's participants in the 60% Design Review Meeting will include the Project Executive, Project Manager, and Lead Process Engineer; additional team members may participate via teleconference or videoconference.
 - c) Engineer understands that, as of the date of this Agreement, acquisition by Owner of one or more tract(s) of property that comprise the Project site has yet to occur. Assisting Owner with property and/or easement acquisition, including preparation of deed or easement documents, drawings and/or legal descriptions, as well as assistance with property rezoning, is excluded from Engineer's scope of services.
 - d) CADD files will not be provided as deliverables. Electronic deliverables will be in ".pdf" format.

d. Final (90%) Design

- 1) Upon receipt of authorization to proceed, Engineer will:
 - a) Prepare 90% Design documents consisting of Drawings and Specifications indicating the scope, extent, and character of the Work to be performed, and "front-end" contract documents (e.g. Bid Form, Instructions to Bidders, Agreement, Bonds, General Conditions, etc.) in a form suitable for use by Owner in bidding the Work and entering into a Construction Contract with the successful Bidder;
 - b) In accordance with the rules of the State of Tennessee governing construction site storm water, prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) conforming to applicable guidelines;
 - c) Based upon the information contained in the 90% Design documents, update the OPCC;
 - d) Furnish three full-size hard copies of the 90% Design documents and updated OPCC for review by Owner and participate in a 90% Design review meeting with Owner's staff;
 - e) Publish a 90% Design review meeting summary in ".pdf" format to document Owner's comments and Engineer's responses thereto; and
 - f) Revise the 90% Design documents to incorporate or otherwise address Owner's review comments and furnish to Owner three full-size hard copies and one electronic (.pdf) copy of the "Near Final" 95% Design documents on reproducible electronic media (e.g. flash drive).
- 2) Final (90%) Design deliverables will include:
 - a) Draft and final 90% Design review meeting summary in ".pdf" format; and
 - b) Three full-size hard copies and one electronic ".pdf" copy of Draft and Final 90% Design documents, including updated OPCC.
- 3) Assumptions
 - a) Unless otherwise directed, Engineer will incorporate Owner's "front-end" documents and applicable standard City specifications into the 90% Design documents.
 - b) Engineer's participants in the 90% Design Review Meeting will include the Project Executive, Project Manager, and Lead Process

Engineer; additional team members may participate via teleconference or videoconference.

- c) With regard to soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost, schedule and/or execution. These conditions and cost, schedule and/or execution effects are outside of the control and responsibility of Engineer.

e. Permits and Approvals

- 1) Upon receipt of authorization from Owner, Engineer will:
 - a) Submit, on Owner's behalf, 95% Design documents and required forms, fees and supporting documentation to the Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources for review and approval;
 - b) Submit, on Owner's behalf, documents, required forms, fees and supporting information required for coverage under the State of Tennessee NPDES Permit for storm water associated with construction activity;
 - c) Submit, on Owner's behalf, documents, required forms, fees and supporting information required for City of Kingsport approval of applicable portions of the Project; and
 - d) In the event comments are received from TDEC or other AHJs, coordinate with Owner and prepare, on Owner's behalf, responses to comments and any necessary revisions to the 95% Design documents, SWPPP, or supporting documents to enable issuance of permits and approvals.
- 2) Deliverables will include Final Design Documents bearing the stamp of approval of the TDEC, notice of coverage under the State of Tennessee construction stormwater permit, and copies of permits and approvals from other AHJs required for the project.
- 3) Assumptions
 - a) The proposed site of the new EQ facility is adjacent to an existing CSX Transportation railroad right-of-way; however, Engineer does not anticipate the Project will impact CSX or its right-of-way.

Accordingly, coordination with CSX Transportation on behalf of Owner, including but not limited to correspondence, preparation of applications, supporting documentation, approvals and/or letters of no-contest are excluded from Engineer's scope of services.

- b) Engineer understands Owner has yet to establish a schedule for commencement of Bid and Construction phase services. Since certain permits and approvals mandate commencement of construction within a specific timeframe, it is prudent to apply for these permits and approvals in a timely manner once the dates for commencement of the Bid and Construction phases are established. Owner will provide no less than 45 calendar days' notice to Engineer before advertising the Work for bids to allow Engineer sufficient time to apply for and obtain on Owner's behalf the necessary permits and approvals from authorities having jurisdiction to approve the Work.
- c) In the event Owner elects to postpone application for permits and approvals for more than six months after completion of the Design phase, Owner agrees that Engineer may be entitled to an adjustment in compensation and will negotiate a mutually agreeable amendment to the Agreement.
- d) In the event the Project is not approved by TDEC or other AHJs due to circumstances beyond Engineer's control, Engineer shall be entitled to full compensation for services associated with Permits and Approvals.
- e) Upon receipt of all permits and approvals required for the Project, the Design Documents will be considered 100% complete, "Bid Documents" suitable for use by Owner in soliciting competitive bids from qualified contractors to perform the Work. Production of Bid Documents and Engineer's final OPCC will be provided to Owner during the anticipated subsequent Bid/Negotiation phase of the Project.
- f) Engineer's proposed compensation and schedule are based on preparation of documents for construction of the Work under a single prime contract. If Owner elects to deliver the Work under more than one prime contract, Engineer shall be entitled to an equitable increase in compensation and schedule to prepare multiple bid packages.
- g) Bid and Construction phase services are excluded from Engineer's scope of services. Should Owner elect to engage Engineer to provide Bid and/or Construction phase services for the Project, Owner and

Engineer will negotiate and execute an amendment to this Agreement prior to Owner's requesting services of Engineer.

- h) Engineer's deliverables will not include a Building Information Model (BIM) deliverable.

Engineer's services under this Agreement will be considered complete upon delivery to Owner of the TDEC-approved final documents and copies of permits and approvals from other AHJs.

2. SCHEDULE

Engineer will commit the resources necessary to complete the scope of services described herein in a timely manner. Anticipated durations for the design phase milestones are presented in Table 2-1.

Table 2-1: Projected Milestone Schedule

Project Milestone	Anticipated Duration, Weeks
Planning & Initiation	5
60% Design	19
90% Design	14
Permits and Approvals	6
Total	44

As stated in paragraph 1.b, Engineer will prepare and maintain throughout the Project a Project Schedule that will include detailed list of tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner as well as periodic updates as the design phase progresses.

The proposed schedule is contingent upon timely receipt of critical design info from the Owner and Owner's consultants. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by Acts of God, pandemic, strikes, lockouts, accidents, or other events beyond the control of Engineer, Owner and Engineer agree that Engineer's compensation and the schedule for the affected task(s) shall be equitably adjusted. In the event

delays to the Project are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect of such delays.

3. COMPENSATION

Engineer will perform the scope of services described herein at the personnel hourly rates listed on the Compensation Schedule included herewith as Exhibit A-1, plus reimbursement for expenses directly related to the work including reimbursement for mileage at the prevailing federal reimbursement rate and reimbursement for agency review fees as required. The total not-to-exceed fee including all personnel labor, reimbursable expenses, travel, agency fees, and allowances is \$537,000. The distribution of the proposed compensation by Project component is presented in Table 3-1.

Table 3-1: Design Phase Compensation Summary

Description	Compensation
Design Phase Labor	\$520,000
Allowance for Supplemental Services - additional Survey services, including Engineer's 5% subconsultant mark-up	\$8,000
Allowance for Reimbursable Expenses, including Travel and Permit Review Fees	\$9,000
Total Not-to-Exceed Compensation	\$537,000

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants (e.g. surveyor), those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05. Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

**Exhibit A-1
Compensation Schedule**

Code	Personnel Classification	Hourly Rate
P9	Project Executive; Sr. Project Mgr.; Sr. Engineer (Process, Electrical/I&C)	\$230
P8	Sr. Engineer (Structural, Mechanical); Sr. Architect	\$210
P7	Senior Professional	\$190
P6	Sr. Engineer (Civil); Project Architect; Sr. Landscape Architect	\$175
P5	Project Mgr.; Project Engineer (Process, Mechanical); Landscape Architect	\$155
P4	Project Engineer (Civil, Structural)	\$140
P3	Staff Engineer/Architect/Landscape Architect	\$125
P2	Staff Professional	\$110
P1	Engineering/Architectural Intern	\$95
T6	Senior Mechanical Designer	\$160
T5	Senior Process Designer	\$150
T4	Senior Civil Designer	\$130
T3	Senior Design Technician	\$110
T2	Senior CADD Technician/Architectural Designer	\$90
T1	CADD Technician/Drafter	\$70
S3	Project Analyst/Assistant Project Manager	\$150
S2	Sr. Administrative Professional/Construction Administrator	\$95
S1	Administrative Assistant	\$75

Reimbursable expenses, including long distance telephone and fax charges, printing and copying charges, specialized equipment rental, and project related travel expenses, shall be invoiced at cost with no mark-up. Automobile mileage will be invoiced at the prevailing federal reimbursement rate. Subconsultant fees will be invoiced at cost plus five percent.

Wastewater Storage Facility

Write a description for your map.



W Center St

Netherland Inn Rd

Circular Wastewater Storage Facility -
approx. 7 Million Gallons.
Facility will be partially submerged in
ground to limit height above ground.

Wastewater Plant

Fleet Maintenance

Google Earth

© 2020 Google

500 ft



AGENDA ACTION FORM

Execution of an Amendment to the Agreement with Crook Brothers

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

Action Form No.: AF-161-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution.

Executive Summary:

At the Board of Mayor and Aldermen meeting of June 18, 2019 a resolution was approved to execute an agreement with Crook Brothers. This agreement was executed to maintain a continuous supply of produce for use by the City of Kingsport School Nutrition Services for the time period of July 1, 2019 – June 30, 2020. The original contract with Crook Brothers (executed July 1, 2019) included the option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of services are acceptable to the City of Kingsport. The contract amount is not to exceed \$175,000.00

It is now recommended to amend this agreement to extend the contract for the July 1, 2020 – June 30, 2021 term for the not to exceed contract amount of \$175,000.00.

Funding for purchases made will be provided from the School Nutrition Services Program budget.

Attachments:

1. Resolution
2. Crook Brothers Letter of Intent
3. Recommendation

Funding source appropriate and funds are available: *gm*

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 AMENDING THE CONTRACT WITH CROOK BROTHERS FOR PRODUCE ITEMS FOR USE BY KINGSPORT SCHOOL NUTRITION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on June 18, 2019, the board approved an agreement with Crook Brothers for produce for various Kingsport City Schools; and

WHEREAS, the terms of the agreement included an option to renew for up to three additional years in one year increments, provided pricing and quality of services are acceptable to the city; and

WHEREAS, the city would like to amend the agreement to extend the agreement from July 1, 2020, to June 30, 2021, in an amount not to exceed \$175,000.00; and

WHEREAS, funding is available in the School Nutrition Budget.

Now therefore,

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

SECTION I. That the amendment to the agreement with Crook Brothers for produce for use by Kingsport City Schools Nutrition Services extending the agreement from July 1, 2020, to June 30, 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, an amendment to the agreement with Crook Brothers for produce used by School Nutrition Services and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

**AMENDMENT TO CONTRACT BETWEEN CROOK BROTHERS
AND CITY OF KINGSPORT
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2019**

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Crook Brothers ("herein" Contractor) and the City of Kingsport (herein "City") agree to amend the Contract as follows:

Section 2 of the Contract is amended to read:

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from July 1, 2020 to June 30, 2021. The Contract will be awarded for a period of one (1) year. The City reserves the right to re-bid at the end of any contract period. The Contract includes the option to renew the Contract for up to two additional years, in one year increments, provided pricing and quality of services are acceptable to the City.

Section 3 of the Contract is amended to read:

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the

event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Contract, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Contract, the following terms shall be controlling:

1. This Contract shall terminate at the end of the contract year, June 30, 2021. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), School shall have no obligation to pay any additional costs and School shall surrender all rights and interest in any asset(s) which are not fully owned by School to Company. Except for the Maintenance Component and charges based upon the usage of the Equipment, the balance of the monthly payment owed by the School shall be consistent during the term(s) of the Contract.

2. The Contract shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Contract shall be filed in the appropriate state court in Sullivan County, Tennessee.

3. In any action to enforce this Contract, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

Except as set out herein all of the provisions of the Contract remain unchanged and continue in full force and effect.

By our signatures we have read the above terms of this Amendment and agree with the terms.

[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 amendment herein set out that do not substantially alter the material provisions of the amendment 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 16th day of June, 2020.

PATRICK W, SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



May 28, 2020

Michelle Ramey
Assistant Procurement Manager/School
400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

RE: Produce Contract – City of Kingsport School Nutrition Program

Dear Michelle,

Please accept this as our letter of intent to extend the contract with Kingsport for another school year. The new extension period shall be for July 1, 2020 through June 30, 2021.

We do not have any price changes for this extension.

We appreciate your business and look forward to working with you another year.

Thank you,

A handwritten signature in black ink, appearing to read "Kenneth Crook", is written over a light blue horizontal line.

Kenneth Crook
President





Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: Board of Education/
Board of Mayor and Aldermen

FROM: Jennifer Walker

DATE: 06/06/2020

RE: Renew (4) Vendor Contracts for School Nutrition Services

Recommendation: Approval to renew agreements with Prairie Farms Dairy, Michael Foods, Crook Brothers and Summers Industrial contracts for the 2020-2021 School Year.

The City of Kingsport entered into agreements with Prairie Farms Dairy, Michael Foods, Crook Brothers and Summers Industrial as follows: Prairie Farms Dairy on August 1, 2018, Michael Foods and Summers Industrial on July 1, 2018, and Crook Brothers on July 1, 2019. These agreements establish a continuous supply of various items for use by the City of Kingsport School Nutrition Services program. All of the agreements include an option to renew the contract for up to three additional years in one year increments, providing pricing and quality of services are acceptable to the City of Kingsport. The quality of service for each vendor listed above is very good and prices are in line with market value when compared to the Consumer Price Index for All Urban Consumers, U.S. Food and Beverages. School Nutrition Services is requesting approval to amend these agreements for an additional year for the 2020-2021 school year for the not to exceed amounts as follows:

Michael Foods, Inc. (Egg Commodity Processing) – \$25,000.00
Summers Industrial (Chemical Products) - \$15,000.00
Prairie Farms Dairy (Ice Cream Products) - \$20,000.00
Crook Brothers (Produce Products) - \$175,000.00

Funding for the contracts will be provided by the City of Kingsport School Nutrition Program budget.

Inspire. Cultivate. Impact

Facebook: KptSchools
Twitter: @KCS_District

WWW.K12K.COM



AGENDA ACTION FORM

Award the Bid for School Nutrition Grocery and Beverage Items to Gordon Food Service

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

Action Form No.: AF-162-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2021
 Staff Work By: Committee
 Presentation By: David Frye

Recommendation:

Approve the Resolution.

Executive Summary:

Kingsport City Schools Nutrition Services administers a contract for Grocery Items and Beverages to maintain a continual supply of items for the Kingsport City Schools. The bids were opened on May 5, 2020 with two bidders responding. The bid response from Sysco was a No Bid response, leaving Gordon Food Services bid for consideration. The bids was reviewed by School Nutrition and a recommendation was presented to the Board of Education on June 9, 2020 to award the contract to Gordon Food Service. The Board of Education approved the recommendation. Kingsport City Schools Nutrition Services is now requesting the Board of Mayor and Alderman approve the resolution to award Gordon Food Service the bid for the not to exceed contract amount of \$1,350,000.00 and authorize the Mayor to sign all applicable documents.

This contract will have an initial term of July 1, 2020 thru June 30, 2021. The contract provides the option to renew on an annual basis in one year increments for up to three additional years providing all terms, conditions and cost are acceptable to both parties. The City of Kingsport may rebid the contract at any time.

Funding for purchases made on this contract will be provided by School Nutrition Services budget.

Attachments:

1. Resolution
2. Bid Minutes
3. Letter of Recommendation

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: *SAC*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR SCHOOL NUTRITION GROCERY AND BEVERAGE ITEMS TO GORDON FOOD SERVICE AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened May 5, 2020, to provide food and beverage products to the Kingsport City School Nutrition Services for the period of July 1, 2020, through June 30, 2021; and

WHEREAS, the board of education reviewed the bids and approved the recommendation of staff, which was to accept the bid of Gordon Food Service; and

WHEREAS, upon review of the bids, the board of mayor and aldermen finds Gordon Food Service is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement for the purchase of various food and beverage items from Gordon Food Service at an estimated amount not to exceed \$1,350,000.00; and

WHEREAS, the terms of the agreement include a renewal option on an annual basis in one year increments for up to three additional years providing all terms, conditions and cost are acceptable to both parties; and

WHEREAS, funding is identified in the school nutrition services budget.

Now therefore,

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

SECTION I. That the bid for the various food and beverage items for Kingsport City School Nutrition Services at a cost not to exceed \$1,350,000.00 is awarded to Gordon Food Service, and the mayor is authorized to execute an agreement for the same and all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Gordon Foods for food and drink items for the Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021, and all other documents necessary and proper to effectuate the purpose of the agreement 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 16th 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
May 5, 2020
4:00 P.M.

Present: Brent Morelock, Procurement Manager; Michelle Ramey, Assistant Procurement Manager, Schools

The Bid Opening was held in the City Purchasing Office.

The Procurement Manager opened with the following bids:

GROCERY ITEMS AND BEVERAGE BID - SCHOOLS NUTRITION SERVICES		
Vendor:	Extended Price per UOM:	Comments:
SYSCO Knoxville		No Bid
Gordon Food Service	Unit Prices Offered For Items	

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



Jennifer Walker
Supervisor of School Nutrition Services

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2106
f: (423) 378.2109

jwalker@k12k.com
www.k12k.com

MEMORANDUM

TO: Board of Education / Board of Mayor and Aldermen

FROM: Jennifer Walker, RD, LDN, Supervisor of School Nutrition Services

DATE: 06/04/2020

RE: Grocery and Beverage Items Bid

Recommendation: Approval to Award Grocery and Beverage Item Bid to Gordon Food Services for FY21

The City of Kingsport for its School Nutrition Services Program advertised an Invitation to Bid for Grocery and Beverage Items in the Kingsport Times News on Sunday, March 15, 2020. The intent of the bid is to ensure continuous supply of grocery and beverage items for the School Nutrition Services program. The Invitation to Bid was published on the City of Kingsport Purchasing webpage for 50 days. Bids were accepted and opened on Tuesday, May 5, 2020 at 4:00pm. Bid responses from Sysco and Gordon Food Services were received however, Sysco submitted a "No Bid" response leaving Gordon Food Services bid for consideration.

As expected, the COVID 19 Pandemic has caused an increase in prices for grocery items. Prices for grocery items on this contract will be monitored by Procurement throughout the contract term to determine if the contract will need to be rebid. At this time, Kingsport City School Nutrition Services is recommending the Board of Education approve the recommendation to award the bid to Gordon Food Services for the not to exceed contract amount of \$1,350,000.00 dollars for July 1, 2020 – June 30, 2021. The award of the bid is contingent upon receiving approval from the Board of Mayor and Aldermen.

All expenditures from this contract will be funded by the School Nutrition Services Program budget.



AGENDA ACTION FORM

Approval of the Issuance of Tax Exempt Revenue Bonds by the Industrial Development Board of the City of Kingsport, Tennessee for the Kingsport West Apartments Project

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

Action Form No.: AF-163-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: C. McCartt, M. Billingsley
 Presentation By: Chris McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Under federal tax law, certain public approval requirements must be satisfied in connection with the issuance of private activity tax-exempt bonds (including financings for nonprofit entities and certain exempt facilities, such as low-income housing facilities and airports). Generally, both the governmental unit issuing the bonds (or on behalf of which the bonds are issued), and a governmental unit having jurisdiction over the area in which the bond financed facility is located must approve the issuance. There are two ways that a governmental unit can give approval: (1) an applicable elected representative of the governmental unit may approve the bonds after a public hearing for which reasonable public notice was given, or (2) the bonds may be approved by voter referendum of the governmental unit.

In Tennessee, the most common type of approval is an approval by the elected mayor or the governing body of a governmental unit after a public hearing. The public hearing was held on January 14, 2020.

TEFRA (Tax Equity and Fiscal Responsibility Act of 1982) approval by an elected representative or governing body of a governmental unit does not create any liability on behalf of the governmental unit to repay the bonds in any manner whatsoever. The approvals are requested solely to comply with federal tax law.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MAYOR'S APPROVAL FOR THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE FOR THE KINGSPORT WEST APARTMENTS PROJECT IN AN AMOUNT OF UP TO TEN MILLION DOLLARS; AND AUTHORIZING THE MAYOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the Industrial Development Board of the City of Kingsport, Tennessee (the "Board") will, upon approval, issue tax-exempt revenue bonds in an amount of up to Ten Million dollars for the Kingsport West Apartments project to assist in financing the acquisition, rehabilitation and equipping of said apartments, a 103-unit housing facility for low and moderate-income citizens (the "Project") located at 212 Lewis Lane, Kingsport, Hawkins County, Tennessee 37660; and

WHEREAS, the expected principal user of the Project is Kingsport West II, L.P.; and

WHEREAS, the Board, after giving public notice at least seven days in advance thereof, held a public hearing on January 14, 2020, in which reasonable opportunity was provided for persons with differing views on both the issuance of the bonds in the location and nature of the financed assets to be heard; and

WHEREAS, execution of the document entitled "Mayor's Approval" is needed for the issuance of the bonds; and

WHEREAS, approval by the mayor does not create any liability on behalf of the city to repay the bonds in any manner whatsoever, but rather such approval is solely to comply with federal tax law.

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, the Mayor's Approval, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of this resolution, said document being as follows:

MAYOR'S APPROVAL

The undersigned Mayor, as the chief elected executive officer of the City of Kingsport, Tennessee, has been informed that The Industrial Development Board of the City of Kingsport, Tennessee (the "Board") has given approval to the issuance of its revenue bonds in the total amount not to exceed \$10,000,000 (the "Bonds"), the proceeds of which will be used by the Board to make a loan to Kingsport West II, L.P. to assist it in financing the acquisition, rehabilitation and equipping of Kingsport West Apartments, a 103-unit housing facility for low and moderate-income citizens (the "Project") located at 212 Lewis Lane, Kingsport, Hawkins County, Tennessee 37660, and the proceeds of the Bonds will be spent with respect to the facilities located at such address. The

expected principal user of the Project is Kingsport West II, L.P.

The undersigned further understands that the Board, after giving public notice at least 7 days in advance thereof, held a public hearing on January 14, 2020 at which a reasonable opportunity was provided for persons with differing views on both the issuance of the Bonds and the location and nature of the financed assets to be heard. The undersigned has been informed of the substance of the public hearing.

Based on such understanding and information, the undersigned hereby approves the issuance of up to \$10,000,000 in tax-exempt revenue bonds for the purposes above indicated.

This approval is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended and does not in any respect obligate the City of Kingsport, Tennessee for the payment of the Bonds.

This ____ day of _____, 2020.

[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 document set out herein that do not substantially alter the material provisions of the document, 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 16th 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

Memorandum of Understanding between City of Kingsport and Jeffrey Parker for Mowing of the Demolition Landfill Property

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

Action Form No.: AF-152-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Elsea/Rowlett
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The city's demolition landfill encompasses large grassy areas which must be maintained so as to not interfere with the operation of the landfill, nor encourage the infestation of vermin, nor otherwise become a nuisance. Previously, the public works department tasked city personnel and equipment to maintain these grassy areas at considerable cost to the city due to the size of the area to be maintained.

In an effort to more efficiently utilize city personnel and equipment, the city has permitted an individual, Mr. Jeffrey Parker, to cut, bale, and remove the grass. The individual has utilized his own labor, equipment, and other necessary resources, which has saved city resources. As consideration, the individual has been permitted to keep the baled grass for his own personal use.

Based on the success of this arrangement the Board of Mayor and Aldermen is asked to pass a resolution to ratify a memorandum of understanding between the City and Mr. Parker formally documenting the relationship between the parties.

Attachments:

1. Resolution
2. Map showing the area to be mowed

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KINGSPORT AND JEFFREY PARKER FOR MOWING OF THE DEMOLITION LANDFILL PROPERTY

WHEREAS, the city's demolition landfill encompasses large grassy areas which must be maintained so as to not interfere with the operation of the landfill, nor encourage the infestation of vermin, nor otherwise become a nuisance; and

WHEREAS, previously the city's public works department tasked city personnel, equipment, and other resources to maintain these grassy areas at considerable cost to the city due to the size of the area required to be maintained; and

WHEREAS, in an effort to reduce wear on city equipment, save city resources, and maximize the efforts of city personnel, Jeffrey Parker, utilizing his own labor, equipment and resources, has been permitted to cut and bale the grassy areas of the landfill as well as to remove the baled grass, which he may keep for his personal use; and

WHEREAS, this arrangement is mutually beneficial as the city conserves resources by not having to maintain the area or expend funds to have the area maintained and Parker receives the benefit of the baled grass as consideration for the labor, equipment, and materials he dedicates to the removal of the grass; and

WHEREAS, the city and Parker have determined it to be in their best interests to enter into a memorandum of understanding that memorializes their respective positions.

Now therefore,

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

SECTION I. That in accordance with the provisions of Section II herein the board approves a Memorandum of Understanding with Mr. Jeffrey Parker for the mowing of the demolition landfill.

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 memorandum of understanding with Jeffrey Parker for the mowing of the demolition landfill 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 generally as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF KINGSPORT
AND
JEFFREY PARKER**

This Memorandum of Understanding is entered into this _____ day of _____, 2020 by the City of Kingsport (hereinafter city) and Jeffrey Parker (hereinafter contractor) the purpose of which is to document the benefits and obligations exchanged between city and contractor as well as to define the scope of services contractor will provide to the city.

WHEREAS, city is the owner of certain property in the 11th Civil District of Sullivan County, as shown on the attached Exhibit A and more specifically identified as tax parcel nos.: 046 004.00, 046 003.00, 030 027.50, 030 025.00, and 030L C 001.00 upon which the city operates its demolition landfill, and;

WHEREAS, the landfill encompasses large grassy areas which must be maintained so as to not interfere with the operation of the landfill, encourage the infestation of vermin, or otherwise become a nuisance, and;

WHEREAS, previously the city's public works department tasked city personnel, equipment, and other resources to maintain these grassy areas at considerable cost to the city due to the size of the area required to be maintained, and;

WHEREAS, in an effort to reduce wear on city equipment, save city resources, and maximize the efforts of city personnel, Jeffrey Parker (hereinafter "contractor") has been permitted to cut and bale the grassy areas of the landfill as well as to remove the baled grass, which has benefitted the city, and;

WHEREAS, contractor has utilized his own equipment, labor, and other resources to cut and bale the grassy areas of the landfill;

WHEREAS, the city, by not having to maintain these grassy areas, receives the benefit of conserving its resources, contractor will be permitted to keep for contractor's personal use the baled grass as a benefit for utilizing contractor's own time, equipment and other resources to perform this service, and;

WHEREAS, the foregoing arrangement saves city funds as the city otherwise is required to pay for other mowing services, and;

WHEREAS, entry into this memorandum of understanding is supported by the benefits exchanged between city and contractor.

THEREFORE, city and contractor acknowledge the following:

Contractor possesses independent knowledge and skill to safely and efficiently cut, bale and remove the grass in the area identified herein or as otherwise identified by city personnel as necessary based on the city's use of the demolition landfill.

Contractor shall provide all necessary equipment, materials, labor, and any other needed items to cut, bale and remove the grass and the city's only requirement shall be to provide reasonable access to the property and identify, as the city deems appropriate, the areas to be cut within the delineated property.

Contractor assumes any risk of damage to equipment, personal injury, or property damage which may result from cutting, baling and removing the grass, as this activity involves the operation of heavy equipment that involves certain inherent risks and contractor has been advised the grassy areas are a portion of a demolition landfill. City shall have no responsibility to inspect the area to be cut for any obvious or latent dangerous conditions and that in order to cut, bale and remove the grass safely contractor shall rely on contractor's independent knowledge and skill.

Contractor, as well as contractor's agents, heirs, and assigns do hereby release and shall hold city harmless for any claim of loss due to property damage, bodily injury, emotional distress, or death that may result from cutting, baling and removing the grass from the property, and any claim which may be brought to recover any claimed loss shall be subject to dismissal based on contractor's release.

Contractor shall indemnify and hold city harmless for any claims by contractor's agents or from third parties for any claim of loss due to property damage, bodily injury, emotional distress, or death that may result from cutting and removal of the grass from the property and shall maintain sufficient insurance coverage as deemed appropriate by the city for the purpose of indemnification. Contractor shall file with the city annually proof of insurance coverage and shall notify city of any changes to the terms of insurance coverage or lapse in coverage.

Contractor's insurance coverage shall also protect the city against any loss due to damage caused to city owned property.

Contractor may determine when and how often to cut and remove the grass from property so long as contractor's activities do not interfere with city's operation of the demolition landfill; however, contractor shall cut and remove the grass at least two (2) times during the period from April 1 until September 30.

Either contractor or city may withdraw from this memorandum of understanding without penalty by providing 30 days written notice of the effective withdrawal date though any release of claims or obligations to indemnify will survive withdrawal from the agreement.

Contractor's services are a benefit to the city in that city reduces wear on city equipment, saves city resources, maximizes the efforts of city personnel, and for such services the city would otherwise be required to pay.

Contractor has read, understood, and agrees to the terms of this memorandum of understanding as exhibited by contractor's signature hereto. Furthermore, the baled grass is a benefit to contractor and while the exact cash value of the baled grass is difficult to determine due to the unforeseeable impacts natural elements will have on the quantity of the harvest city and contractor stipulate the value of the baled grass to be \$1,000.00 per cutting. The value of the baled grass along with the privilege to enter onto property owned by the city serve as just and adequate consideration to support contractor's agreement to the memorandum of understanding as well as compensation for contractor's labor, use of equipment, and other materials and items necessary to cut, bale and remove the grass.

Contractor does not seek, nor shall city be required to remit any other compensation.

[Acknowledgements deleted for inclusion in this Resolution]

SECTION III. That the mayor is 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, safety, and welfare 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 16th day of June, 2020.

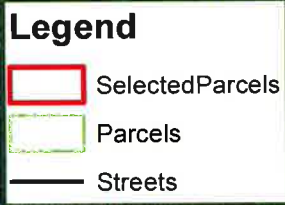
PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

[illegible]

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AGENDA ACTION FORM

Authorizing an Inter-Local Agreement with the Sullivan County Highway Department to Resurface Portions of Bancroft Chapel Road and Packing House Road

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

Action Form No.: AF-151-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Staff
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Portions of Bancroft Chapel Road and Packing House Road lie both in Sullivan County and the City of Kingsport. The PCI of Bancroft Chapel is 13, and Packinghouse is 25. Due to the condition of these roadways, Sullivan County is resurfacing their roadways. It is in the best interest of the City and the County to have the entire roadway resurfaced at the same time by Sullivan County. The cost for both of these is estimated at \$39, 812.

Funding will be taken from NC2000.

Attachments:

1. Resolution
2. Work Estimates

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: *SCM*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A WORK ESTIMATE FROM THE SULLIVAN COUNTY HIGHWAY DEPARTMENT TO RESURFACE PORTIONS OF BANCROFT CHAPEL ROAD AND PACKING HOUSE ROAD LOCATED IN THE CITY LIMITS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, Sullivan County is preparing to resurface their portion of Bancroft Chapel Road and Packing House Road, which also has portions on the city; and

WHEREAS, to avoid leaving a part of the road without resurfacing, the city would like to execute a work estimate with the county to resurface the portion of the road that is in the city limits, when the county resurfaces the portion of the road in the unincorporated area of Sullivan County; and

WHEREAS, the cost of the resurfacing is estimated to be \$39,812.00; and

WHEREAS, funds are available in NC2000.

Now therefore,

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

SECTION I. That the work estimate provided by the Sullivan County Highway Department for the resurfacing of portion of Bancroft Chapel Road and Packing House Road, for a payment of \$39,812.00 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, any documents or agreements necessary and proper, and to take such acts as necessary, to effectuate the purpose of 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 16th day of June, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Project I.D. –Packinghouse Rd
Sub Division –Resurface from County Line / Kingsport City Limits to 11W
& Carrollwood Heights Rd to Aurawood Dr

TOTAL	\$32,723.52
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Approved for SCHD: Scott Murray

Accepted By: _____

6/2/2020

Project I.D. – Bancroft Chapel Rd
Sub Division –Resurface from County Line / Kingsport City Limits to 11W

TOTAL	\$7,088.66
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Accepted By: _____

6/2/2020



AGENDA ACTION FORM

Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE)

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

Action Form No.: AF-154-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution.

Executive Summary:

The lease agreements with Northeast State Community College for all three facilities in the Academic Village will expire June 30, 2020. These agreements include Blazier-Wilson Hall (RCAT) located at 222 W. Main Street, the Regional Center for Health Professions (RCHP) located at 300 W. Main Street and the Kingsport Center for Higher Education (KCHE) located at 300 W. Market Street. The original leases were established in 2008 and amended in 2018 to get all of the leases on the same term.

At their March 2020 Quarterly Meeting, the Kingsport Higher Education Commission made a recommendation to extend the lease agreements for one additional year, with the option to extend for one additional year. The purpose of this extension is to allow for the Higher Education Commission to take a closer look at the goals and objectives as they relate to Higher Education in the City of Kingsport and ensure that the needs of the community are being met in the most effective way. Once that process is complete, new lease agreements will be brought back before the Board of Mayor and Aldermen for consideration.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSPORT CENTER FOR HIGHER EDUCATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AGREEMENT

WHEREAS, the city would like to renew the leases of the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street; and

WHEREAS, the city and the Tennessee Board of Regents would like to renew the leases, with a term to expire June 30, 2010, with the option to renew for an additional year.

Now therefore,

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

SECTION I. That the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

This Lease, entered into as of this _____ day of _____, made by and between

the City of Kingsport, Tennessee
hereinafter called the Lessor, and
the Tennessee Board of Regents, on behalf of
Northeast State Community College
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of Sullivan, City of Kingsport, located at 222 West Main Street.

2. **DESCRIPTION:** The premises above are more particularly described as follows:
Building located at 222 West Main Street containing 12,000 rentable square feet to be used for educational facilities. The building consists of four (4) classrooms, three (3) computer labs, a Learning Resource Center area, a general administrative area, a mechanical space and a communications room, storage area, break room, plus restrooms and hallways.

Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in Deed Book 1342C, Page 76, recorded in the Register's Office, Sullivan County, Tennessee

3. **TERM:** The term of this lease shall commence on July 1, 2020 and shall end on June 30, 2021

with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. RENTAL:

a) State shall pay rental in arrears on the last day of the payment period as follows:

Annual rent of \$49,000, payable in installments of \$4,083.33 per month. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b) **AUTOMATIC DEPOSITS:** Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. TERMINATION:

a) **FOR CONVENIENCE:**

State may terminate this lease at any time by giving written notice to the Lessor at least 90 days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

b) **FOR CAUSE:** The State may in its sole discretion terminate this lease at any time for any of the following causes:

- 1) Failure of the Lessor to provide any of the services required under the terms of this lease;
- 2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;
- 3) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created;
- 4) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding or otherwise;
- 5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;
- 6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this lease;
- 7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and,
- 8) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

6. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:
**The City of Kingsport Office
of City Manager 225 West
Center Street Kingsport, TN
37660**

To the State at:
**Northeast State Community College
Office of Chief Financial Officer 2425
Highway 75-PO Box 246
Blountville, TN 37617**

7. **ASSIGNMENT AND SUBLETTING:** The State shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.

8. **INSPECTION:** The Lessor reserves the right to enter and inspect the leased premises, at

reasonable times, and to render services and make any necessary repairs to the premises.

9. ALTERATIONS: The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. SURRENDER OF POSSESSION: Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

11. QUIET POSSESSION: Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

a) During the lease term, Lessor shall maintain the leased premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.

b) Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.

c) In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. APPROPRIATIONS: All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.

14. DESTRUCTION:

a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b) In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

c) In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the leased premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

d) In the event the State remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and

restrooms.

15. SERVICES AND UTILITIES:

a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

- 1) ☐ All utilities (except telephone)
- 2) ☐ Janitor Services & Supplies
- 3) ☒ Drinking Fountain
- 4) ☐ Elevator Service
- 5) ☒ Hot and Cold Water Equipment
- 6) ☐ Restroom Supplies
- 7) ☒ Heat Equipment
- 8) ☒ Air Conditioning Equipment

b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

1) **Daily:**

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) **Weekly:**

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

3) **Every Other Month:**

Strip and wax all floors.

4) **Semi-Annually:**

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

c) In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

16. SERVICES CREDIT: Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER: In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST: The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES: The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

21. SPACE AUDIT: The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

22. PEST CONTROL: The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.

23. The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State

Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.

25. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

[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 lease set out herein that do not substantially alter the material provisions of the lease and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Regional Center for Health Professions (RCHP) located at 300 West Main Street, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

This Lease, entered into as of this _____ day of _____, made by and between

the City of Kingsport, Tennessee

hereinafter called the Lessor, and

the Tennessee Board of Regents, on behalf of
Northeast State Community College

hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of Sullivan, City of Kingsport, located at 300 West Main Street

2. **DESCRIPTION:** The premises above are more particularly described as follows:

Building located at 300 West Main Street containing approximately 43,000 square feet to be used for higher education facilities.

Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in Deed Book 2697C, Page 0001, recorded in the Register's Office, Sullivan County, Tennessee

3. **TERM:** The term of this lease shall commence on July 1, 2020 and shall end on June 30, 2021 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. **RENTAL:**

a) State shall pay rental in arrears on the last day of the payment period as follows:

Term rent of \$10.00, payable in installments of \$0 per 0. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b) AUTOMATIC DEPOSITS: Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. TERMINATION:

a) FOR CONVENIENCE:

State may terminate this lease at any time by giving written notice to the Lessor at least 90 days prior to the date when such termination becomes effective.

Notice shall commence on the day after the date of mailing.

b) FOR CAUSE: The State may in its sole discretion terminate this lease at any time for any of the following causes:

- 1) Failure of the Lessor to provide any of the services required under the terms of this lease;
- 2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;
- 3) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created;
- 4) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding or otherwise;
- 5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;
- 6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this lease;
- 7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and,
- 8) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

6. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:
**The City of Kingsport
Office of City Manager
225 West Center Street
Kingsport, TN 37660**

To the State at:
**Northeast State Community
College
Office of Chief Financial Officer
2425 Highway 75-PO Box 246
Blountville, TN 37617**

7. ASSIGNMENT AND SUBLETTING: The State shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.

8. INSPECTION: The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.

9. ALTERATIONS: The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. SURRENDER OF POSSESSION: Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and

such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

11. QUIET POSSESSION: Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

a. During the lease term, Lessor shall maintain the leased premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.

b. Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.

c. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. APPROPRIATIONS: All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.

14. DESTRUCTION:

a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b) In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

c) In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the leased premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

d) In the event the State remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

15. SERVICES AND UTILITIES:

a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

- | | | |
|----|-------------------------------------|----------------------------------|
| 1) | <input type="checkbox"/> | All utilities (except telephone) |
| 2) | <input type="checkbox"/> | Janitor Services & Supplies |
| 3) | <input checked="" type="checkbox"/> | Drinking Fountain |
| 4) | <input type="checkbox"/> | Elevator Service |
| 5) | <input checked="" type="checkbox"/> | Hot and Cold Water Equipment |
| 6) | <input type="checkbox"/> | Restroom Supplies |
| 7) | <input checked="" type="checkbox"/> | Heat Equipment |
| 8) | <input checked="" type="checkbox"/> | Air Conditioning Equipment |

b) The janitorial service, if provided above, shall be provided in accordance with the following schedule:

1) Daily:

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) Weekly:

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

3) Every Other Month:

Strip and wax all floors.

4) Semi-Annually:

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

c) In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

16. SERVICES CREDIT: Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER: In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST: The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES: The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

21. SPACE AUDIT: The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

22. PEST CONTROL: The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.

23. The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.

25. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the lease set out herein that do not substantially alter the

material provisions of the lease and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION VII. That the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street, is approved.

SECTION VIII. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the lease with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

This Lease, entered into as of this _____ day of _____, made by and between

the City of Kingsport, Tennessee
hereinafter called the Lessor, and
the Tennessee Board of Regents, on behalf of
Northeast State Community College
hereinafter called the State.

WITNESSETH:

1. **LOCATION:** The Lessor hereby leases unto the State those certain premises with the appurtenances situated in the County of Sullivan, City of Kingsport, located at 300 West Market Street

2. **DESCRIPTION:** The premises above are more particularly described as follows:
Building located at 300 West Market Street, Kingsport, Tennessee containing approximately 54,000 square feet to be used for higher education facilities. The State shall provide furnishings for the premises.

Being (part of) the same property further described in last recorded instrument conveyed to the Lessor in Deed Book 2517C, Page 316, recorded in the Register's Office, Sullivan County, Tennessee.

3. **TERM:** The term of this lease shall commence on July 1, 2020 and shall end on June 30, 2021 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

4. **RENTAL:**

a) State shall pay rental in arrears on the last day of the payment period as follows:

Term rent of \$10.00, payable in installments of \$0 per 0. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

b) **AUTOMATIC DEPOSITS:** Lessor shall complete and execute an Authorization Agreement for Automatic Deposits (ACH Credits) Form, using the form provided to Lessor by State. Once this executed form has been provided to State by Lessor, all payments to Lessor under this or any other contract the Lessor has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. Lessor shall not invoice State for services until Lessor has executed this form and submitted it to State. The debit entries to correct errors authorized by the Authorization Agreement for Automatic Deposits Form shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

5. **TERMINATION:**

a) **FOR CONVENIENCE:**

State may terminate this lease at any time by giving written notice to the Lessor at least 90 days prior to the date when such termination becomes effective. Notice shall commence on the day after the date of mailing.

a. FOR CAUSE: The State may in its sole discretion terminate this lease at any time for any of the following causes:

- 1) Failure of the Lessor to provide any of the services required under the terms of this lease;
- 2) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to ensure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility, applicable to the leased premises, except where deficiencies are caused by State;
- 3) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created;
- 4) Termination or consolidation of the State operations or programs housed in the leased premises because of loss of funding or otherwise;
- 5) Lack of funding by the appropriate Legislative Body for obligations required of the State under this lease;
- 6) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution, or term of this lease;
- 7) The availability of space in State-owned property, provided that no cancellation for this reason may take place until the lease has been in effect for one year; and,
- 8) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notices thereof to Lessor.

6. NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:

**The City of Kingsport Office of
City Manager 225 West Center
Street Kingsport, TN 37660**

To the State at:

**Northeast State Community College
Office of Chief Financial Officer 2425
Highway 75-PO Box 246
Blountville, TN 37617**

7. ASSIGNMENT AND SUBLETTING: The State shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.

8. INSPECTION: The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.

9. ALTERATIONS: The State shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

10. SURRENDER OF POSSESSION: Upon termination or expiration of this lease, the State will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the State has no control or for which Lessor is responsible pursuant to this lease, excepted. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event the State elects to remove any such improvement or fixture and such removal causes damages or injury to the leased premises and then only to the extent of any such damage or injury.

11. QUIET POSSESSION: Lessor agrees that the State, keeping and performing covenants contained herein on the part of the State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

12. REPAIR AND MAINTENANCE:

a) During the lease term, Lessor shall maintain the leased premises and appurtenances which it provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the State's agent, invitee, or employee.

b) Lessor's obligations shall also include, but are not limited to, periodic painting to the satisfaction of the State, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters,

and air conditioning and ventilating equipment filters.

c) In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

13. APPROPRIATIONS: All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.

14. DESTRUCTION:

a) If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

b) In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and State.

c) In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of the leased premises and, in any event, if repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the State shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

d) In the event the State remains in possession of the premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

15. SERVICES AND UTILITIES:

a) The Lessor shall furnish to the State, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

- 1) ☐ All utilities (except telephone)
- 2) ☐ Janitor Services & Supplies
- 3) ☒ Drinking Fountain
- 4) ☐ Elevator Service
- 5) ☒ Hot and Cold Water Equipment
- 6) ☐ Restroom Supplies
- 7) ☒ Heat Equipment
- 8) ☒ Air Conditioning Equipment

b) The **janitorial service**, if provided above, shall be provided in accordance with the following schedule:

1) Daily:

Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary.

2) Weekly:

Mop all floors and dust all venetian blinds. Vacuum carpets, if any.

3) Every Other Month:

Strip and wax all floors.

4) Semi-Annually:

Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

c) In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the State may furnish the same at its own cost, and, in addition to any other remedy the State may have, may deduct the amount thereof from the rent or any other payments

that may then be or thereafter become due hereunder.

16. SERVICES CREDIT: Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the State vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities or supplies for any reason are not used by the State, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

17. TIME OF THE ESSENCE: Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

18. HOLDING OVER: In the event the State remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

19. FINANCIAL INTEREST: The Lessor will provide or has provided to the State a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.

20. CODES: The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and the Americans with Disabilities Act.

21. SPACE AUDIT: The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of its knowledge. The State reserves the right to perform physical measurements of the space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the State. In all cases, the State shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

22. PEST CONTROL: The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.

23. The Lessor fully understands that this lease is not binding except and until all appropriate State officials' signatures have been fully obtained, approval of this agreement has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessor.

24. Payment of Taxes: Lessor, by virtue of leasing property to the State, does not become a State agency, entity, or employee, and is not entitled to any rights, privileges, or immunities pertaining to the State or its agencies and instrumentalities. Lessor shall pay all applicable taxes by virtue of ownership of the property subject to this lease and is not authorized to pass through the amount of such taxes to the State.

25. Prior to the execution of this lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 16th 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 Additional Funding Allocated by the CARES Act to the Community Development Block Grant Program

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

Action Form No.: AF-155-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

Approve the Resolution.

Executive Summary:

Under the CARES Act, the City of Kingsport has received an allocation of \$249,332 in funding to respond to the growing effects of the COVID-19 public health crisis. In order to receive the funds, the City must submit an Application for Federal Assistance (signed by the Mayor) to the Department of Housing and Urban Development (HUD).

The guidance of the Act limits this funding to be used on low to moderate income individuals to prevent, prepare for, and respond to the effects of COVID-19. To date, the City has received requests ranging from temporary housing for those experiencing unsheltered homelessness, Salvation Army, and Second Harvest Food Bank.

Attachments:

- Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A CARES ACT GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the city has been notified it has been allocated \$249,332.00 in funds to respond to the growing effects of the COVID-19 public health crisis; and

WHEREAS, in order to receive the funds, the city must submit an Application for Federal Assistance to the Department of Housing and Urban Development (HUD).

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a CARES Act grant through the Department of Housing and Urban Development (HUD) for the Community Development Block Grant.

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 16th 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

License Agreement with Tennessee Department of Environment and Conservation (TDEC) for Access to an Air Monitoring Station

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

Action Form No.: AF-150-2020
 Work Session: June 15, 2020
 First Reading: N/A

Final Adoption: June 16, 2020
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

For several years an air monitoring station was located on the property of Thomas Jefferson Elementary School. In 2002 the city entered into an agreement with the Department of Environment and Conservation (TDEC) to locate the air monitoring station at the current location on D Street, which is next to a parking lot across the street from the school facility.

The Department of Environment and Conservation (TDEC) is requesting an extension of the license for the period of July 1, 2020 through June 30, 2025. Extending the license agreement authorizes TDEC's access to the property for the sole purpose of maintaining and operating the air monitoring station.

The board of education approved the use of the property for this purpose at their June 9, 2020 meeting.

Attachments:

1. Resolution
2. Agreement
3. Location Aerial Photo
4. Air Monitoring Station Photo

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC) currently has an air monitoring station located on city property on D Street; and

WHEREAS, TDEC has a current license agreement to access the property to maintain and operate the air monitoring station, which is set to expire on June 30, 2020; and

WHEREAS, TDEC is requesting an extension of the license agreement for a term of July 1, 2020, through June 30, 2025;

Now therefore,

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

SECTION I. That a License Agreement with Tennessee Department of Environment and Conservation (TDEC) 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 License Agreement with the Tennessee Department of Environment and Conservation (TDEC) 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:

LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

1. PURPOSE - The State shall, at all times and upon reasonable prior notice to Licensor, have the right to enter upon the Premises (as defined below) for the sole purpose of establishing, operating, and maintaining an air monitoring station and any associated equipment (collectively the "Monitoring Station").
2. PREMISES - This License shall apply to the Licensor's property located in Sullivan County, Tennessee, with an address of 1657 D Street, Kingsport, Tennessee 37660 (the "Premises"). The Premises are further described in Deed Book 931C, Page 379, and as Map 061D, Parcel 039.00. The State shall establish its Monitoring Station within a fifteen (15) feet by twenty (20) feet tract situated on the Licensor's Premises as seen on the map attached to this License.
3. TERM - The term of this License shall cover the period from July 1, 2020 through June 30, 2025.
4. FEE - The State will not be required to pay the Licensor any compensation for the use of the Premises described in section 2 above.
5. TERMINATION - The Licensor agrees to allow the State to operate the Monitoring Station for the term specified in section 3 at the Premises with the option, in the State's sole discretion, to renew this License after the end of the term. If the State does not renew, or if this License is cancelled, the State will return the Premises to its original condition or as near thereto as reasonably possible at the end of this License, excepting normal wear and tear, provided any damage was due to the State's

actions in connection with this License. The State or Licenser may terminate the License after providing one hundred twenty (120) days written notice to the other party.

6. LIABILITY - Licenser assumes no responsibility for any incidents which may occur as a result of the Monitoring Station being on the Premises. The State will be liable for damages caused by its activities or the Monitoring Station to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et seq. Licenser, being a political subdivision of the State, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq., and to the extent permitted by the Act Licenser will be responsible for damages to the Monitoring Station caused by its negligence.

7. ASSIGNMENT - This License shall not be transferred, conveyed, or assigned to another party without prior written consent from the non-transferring party. This License shall be binding on, and inure to the benefit of, the parties' approved heirs, representatives, successors, transferees, and assigns.

8. STATE PROPERTY - The Monitoring Station, and any other State-owned or State-controlled equipment on the Premises, is the sole and exclusive property of the State. Licenser may not remove or in any way disturb the State's equipment on the Premises without the State's prior written consent. Further, Licenser may not plant any trees or shrubs or construct any new structures within sixty-six (66) feet of the Monitoring Station, or take any action that would or may interfere with the operation of the Monitoring Station, without the prior written consent of the State.

9. NOTICE -All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

TO THE LICENSOR:

Mr. Patrick W. Shull, Mayor
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

TO THE STATE:

Dept. of Environment and Conservation
Division of Air Pollution Control
William Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 15th Floor
Nashville, TN 37243

10. AMENDMENT - This License may not be amended or superseded except by an agreement in writing executed by the parties.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of June, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

HIS INSTRUMENT PREPARED BY:

State of Tennessee
Department of Environment and Conservation
Division of Air Pollution Control
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 15th Floor
Nashville, Tennessee 37243

Presented for review by Bradley King, Lane King, EM3 on 05/26/2020
(Name and Title) (Date)

LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

- 1 PURPOSE – The State shall, at all times and upon reasonable prior notice to Licensor, have the right to enter upon the Premises (as defined below) for the sole purpose of establishing, operating, and maintaining an air monitoring station and any associated equipment (collectively the "Monitoring Station")
- 2 PREMISES – This License shall apply to the Licensor's property located in Sullivan County, Tennessee, with an address of 1657 D Street, Kingsport, Tennessee 37660 (the "Premises") The Premises are further described in Deed Book 931C, Page 379, and as Map 061D, Parcel 039 00. The State shall establish its Monitoring Station within a fifteen (15) feet by twenty (20) feet tract situated on the Licensor's Premises as seen on the map attached to this License.
- 3 TERM – The term of this License shall cover the period from July 1, 2020 through June 30, 2025.
- 4 FEE – The State will not be required to pay the Licensor any compensation for the use of the Premises described in section 2 above.
- 5 TERMINATION – The Licensor agrees to allow the State to operate the Monitoring Station for the term specified in section 3 at the Premises with the option, in the State's sole discretion, to renew this License after the end of the term. If the State does not renew, or if this License is cancelled, the State will return the Premises to its original condition or as near thereto as reasonably possible at the end of this License, excepting normal wear and tear, provided any damage was due to the State's actions in connection with this License. The State or Licensor may terminate the License after providing one hundred twenty (120) days written notice to the other party.
- 6 LIABILITY – Licensor assumes no responsibility for any incidents which may occur as a result of the Monitoring Station being on the Premises. The State will be liable for damages caused by its activities or the Monitoring Station to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et seq. Licensor, being a political subdivision of the State, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq., and to the extent permitted by the Act Licensor will be responsible for damages to the Monitoring Station caused by its negligence.
- 7 ASSIGNMENT – This License shall not be transferred, conveyed, or assigned to another party without prior written consent from the non-transferring party. This License shall be binding on, and inure to the benefit of, the parties' approved heirs, representatives, successors, transferees, and assigns.
- 8 STATE PROPERTY – The Monitoring Station, and any other State-owned or State-controlled equipment on the Premises, is the sole and exclusive property of the State. Licensor may not remove or in any way disturb the State's equipment on the Premises without the State's prior written consent. Further, Licensor may not plant any trees or shrubs or construct any new structures within sixty-six (66) feet of the Monitoring Station, or take any action that would or may interfere with the operation of the Monitoring Station, without the prior written consent of the State.
- 9 NOTICE – All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

TO THE LICENSOR:

Mr. Patrick W. Shull, Mayor
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

TO THE STATE:

Dept. of Environment and Conservation
Division of Air Pollution Control
William Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 15th Floor
Nashville, TN 37243

10. AMENDMENT – This License may not be amended or superseded except by an agreement in writing executed by the parties.

LICENSOR

Signature

Title

Name

Date

STATE OF TENNESSEE

Commissioner
Department of Environment and Conservation

Date

Director of Real Estate Compliance
General Services - STREAM

Date

This License Agreement is not valid unless approved and signed
by the Commissioner or his/her designated representative.

Sullivan County - Parcel: 061D G 039.00



Date: May 28, 2020
County: Sullivan
Owner: KINGSPORT CITY OF
Address: D ST 1657
Parcel Number: 061D G 039.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2015

Esri, HERE, Garmin, (c) OpenStreetMap contributors
TN Comptroller - OLG
TDOT
State of Tennessee, Comptroller of the Treasury, Office of Local Government
(OLG)

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.





JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

April 28, 2020

Honorable Mayor and Board
City of Kingsport
225 West Center Street
Kingsport, TN 37660

Honorable Mayor and Board:

I have reviewed the annual financial report on the City of Kingsport for the fiscal year ended June 30, 2019, as audited by Brown, Edwards and Company, LLP, Certified Public Accountants. As a result, this report has been filed as part of the public records of the State of Tennessee.

The audited financial statements are the responsibility of management. The following was observed during the review of the financial report.

Governmental Activities, the Aquatic Center Fund, the Meadowview Conference Resort and Convention Center Fund, and the Solid Waste Management Fund reported defect unrestricted net position balances of \$(43,769,895), \$(1,649,431), \$(82,580), and \$(2,160,279), respectively, at year end. In addition, the Solid Waste Management Fund reported a total deficit net position balance of \$(53,543) at year end. Municipal officials should take appropriate action as necessary to eliminate these deficit balances.

The Combining Balance Sheet for Nonmajor Governmental Funds classified certain special revenue fund balance amounts as "assigned." Special revenue funds are used to account for and report the proceeds of specific revenue sources that are "restricted" or "committed" to expenditure for specific purposes other than debt service or capital projects. The City should review their fund classifications as well as their fund balance classifications for compliance with current reporting requirements. Please refer to the *Codification of Governmental Accounting and Financial Reporting Standards* (2019-2020 Edition), Sections 1300.105, 1800 and 2200 for reporting guidance.

The financial report did not reflect the School's participation in the TCRS Stabilization Reserve Trust. A memo issued by our office dated September 20, 2019 includes guidance on how to properly report the TCRS Stabilization Reserve Trust, including sample note disclosures.

According to the information provided by the Department of Finance and Administration, it appears the changes of benefits disclosure was omitted from Note 5.D for the Teacher Group OPEB Plan. Please note additional care should be taken in presenting appropriate OPEB plan disclosure information in future financial reports submitted to this office.

The City OPEB plan described in Note 5.D is not clear if assets are accumulating in a trust. Certain disclosure requirements depend upon whether the benefits are provided through a trust or not provided through a trust. Please note, the Schedule of OPEB Contributions on page 181 of the financial report is only required if benefits are provided through a trust. Please refer to the *Codification of Governmental Accounting and Reporting Standards* (2019-2020 Edition), Sections P50 and P52, for complete disclosure requirements considered essential to fair presentation.

The report included Management's Response; however, this response did not include all components required by the *Audit Manual* (June 2019 Edition), page A-20. The plan must provide the name of the person responsible for the corrective action, the corrective action taken or planned to be taken, and the anticipated completion date. In addition, the corrective action plan should be included in a separate section of the audit report, be labeled "Management's Corrective Action Plan," be presented on the entity's letterhead, and be signed by the entity. If the entity does not agree with an audit finding, or believes corrective action is not required, the corrective action plan must state the reasons and justifications for that disagreement or belief.

Responsible officials should ensure that future reports submitted to our office address the above items.

If you need to contact our office, please call 615.747.8807 or email Bethany.Wilson@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building, 4th Floor, 425 Fifth Avenue North, Nashville, TN 37243.

Sincerely,

Bethany Wilson

Bethany Wilson, CPA
Contract Audit Review Specialist

1734

cc: Brown, Edwards and Company, LLP
Certified Public Accountants
513 State Street
Bristol, VA 24201