



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, July 20, 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. KEDB / NETWORKS Review – Craig Denison & Clay Walker
5. Review of Items on July 21, 2020 Business Meeting Agenda
6. Adjourn

Next Work Session August 3

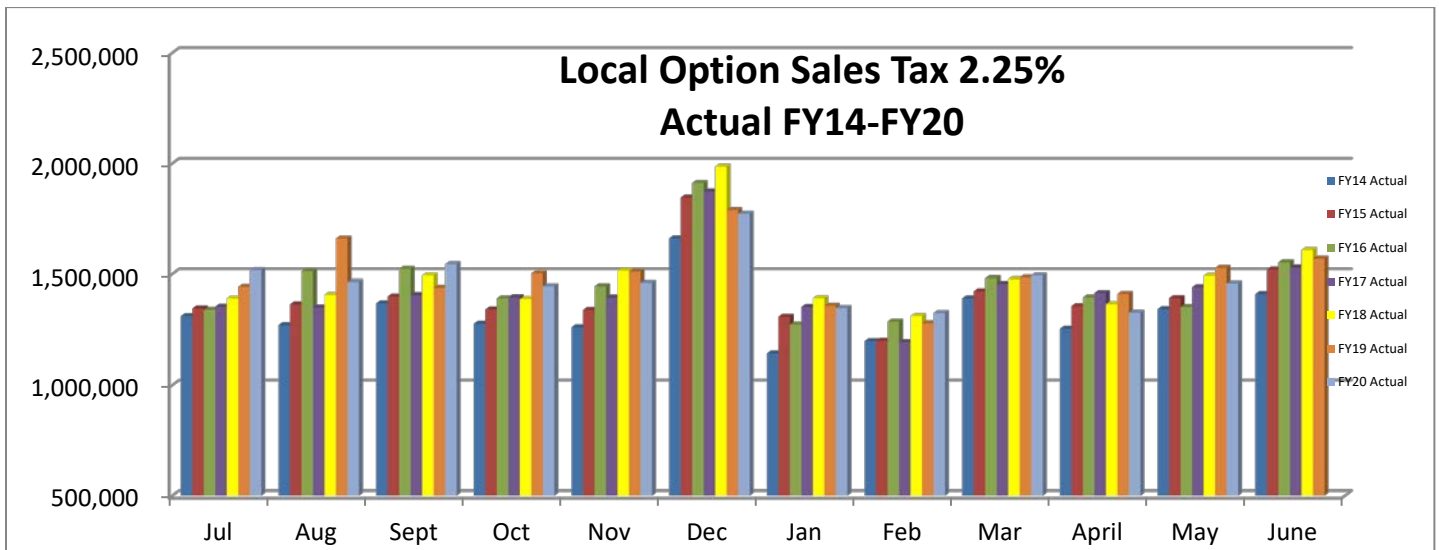
BMA Report, July 20, 2020

Financial Comments – John Morris



Local Option Sales Tax 2.25% - Five Year History

	FY14 Actual	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	Adopted FY20 Budget	Variance FY20 Over/ Under Budget	FY20 Over/Under Prev. Year Actual	% of Growth FY20 Over/Under Prev. Year Actual	FY20 Over/ Under Budget
Jul	\$ 1,312,286	\$ 1,346,896	\$ 1,341,027	\$ 1,354,948	\$ 1,392,147	\$ 1,444,727	\$ 1,517,710	\$ 1,474,300	\$ 43,410	\$ 72,983	5.05%	2.94%
Aug	\$ 1,271,614	\$ 1,365,262	\$ 1,513,366	\$ 1,351,703	\$ 1,408,119	\$ 1,660,189	\$ 1,466,245	\$ 1,488,900	\$ (22,655)	\$ (193,944)	-11.68%	-1.52%
Sept	\$ 1,369,878	\$ 1,401,017	\$ 1,523,474	\$ 1,407,707	\$ 1,493,952	\$ 1,440,056	\$ 1,544,462	\$ 1,445,618	\$ 98,844	\$ 104,406	7.25%	6.84%
Oct	\$ 1,278,027	\$ 1,342,308	\$ 1,392,699	\$ 1,397,511	\$ 1,389,451	\$ 1,503,032	\$ 1,447,067	\$ 1,445,705	\$ 1,362	\$ (55,965)	-3.72%	0.09%
Nov	\$ 1,261,963	\$ 1,340,457	\$ 1,446,687	\$ 1,396,643	\$ 1,515,210	\$ 1,510,894	\$ 1,462,498	\$ 1,519,047	\$ (56,549)	\$ (48,396)	-3.20%	-3.72%
Dec	\$ 1,661,378	\$ 1,845,794	\$ 1,911,650	\$ 1,873,531	\$ 1,985,601	\$ 1,788,766	\$ 1,772,437	\$ 1,884,702	\$ (112,265)	\$ (16,329)	-0.91%	-5.96%
Jan	\$ 1,143,685	\$ 1,309,305	\$ 1,274,292	\$ 1,353,575	\$ 1,392,917	\$ 1,358,902	\$ 1,348,872	\$ 1,382,547	\$ (33,675)	\$ (10,030)	-0.74%	-2.44%
Feb	\$ 1,198,993	\$ 1,201,182	\$ 1,287,536	\$ 1,194,890	\$ 1,312,713	\$ 1,280,154	\$ 1,326,133	\$ 1,291,256	\$ 34,877	\$ 45,979	3.59%	2.70%
Mar	\$ 1,392,759	\$ 1,424,090	\$ 1,481,645	\$ 1,457,518	\$ 1,477,699	\$ 1,484,980	\$ 1,493,996	\$ 1,491,207	\$ 2,789	\$ 9,016	0.61%	0.19%
April	\$ 1,255,243	\$ 1,357,635	\$ 1,396,651	\$ 1,416,452	\$ 1,366,099	\$ 1,412,517	\$ 1,327,490	\$ 1,428,727	\$ (101,237)	\$ (85,027)	-6.02%	-7.09%
May	\$ 1,343,786	\$ 1,393,582	\$ 1,353,162	\$ 1,442,890	\$ 1,492,028	\$ 1,527,469	\$ 1,460,029	\$ 1,502,537	\$ (42,508)	\$ (67,440)	-4.42%	-2.83%
June	\$ 1,411,977	\$ 1,520,599	\$ 1,552,713	\$ 1,529,681	\$ 1,608,149	\$ 1,571,086		\$ 1,579,454				
Total	\$ 15,901,589	\$ 16,848,127	\$ 17,474,902	\$ 17,177,049	\$ 17,834,085	\$ 17,982,773	\$ 16,166,938	\$ 17,934,000	\$ (187,608)	\$ (244,749)	-1.29%	-0.98%



BMA Report, July 20, 2020



Kingsport Employee Wellness, George DeCroes

	01/01/2020 – 06/30/2020	07/01/2020 – 07/13/2020
Total Utilization	84.6%	87.5%
City – Active Employees	62.4%	62.9%
City – Dependents	32.9%	28.7%
City – Retirees	0.8%	0.0%
Extended-Patient Services/Other	0.0%	3.0%
Work Comp	0.4%	0.8%
No Show	3.5%	4.6%

Worker's Compensation, Mike Billingsley

For the month of June 2020, the city had five recordable worker's compensation claims that involved lost time or restricted duty. Of the five claims involved, 1 was lost time and 4 were restricted duty.

City of Kingsport

July 21, 2020

Project Status in Pictures

1 West Kingsport Force Main

Crews continue to dig through the rock in the creek crossing to lay pipe that will connect to the force main.

3 PETWORKS

The exterior masonry work is in progress while crews continue construction inside the building.

5 East Greenbelt Expansion

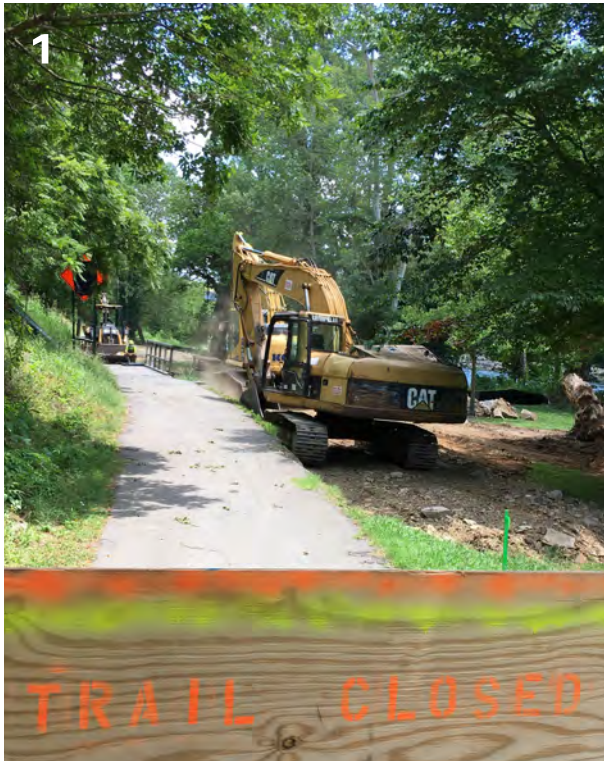
Subgrading for the trail continues, with preparation for retaining wall installation underway.

2 Preston Forest Park

Concrete work and seeding is complete, with the next step being the track and parking covered in asphalt.

4 DB ADA Parking Lot

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.	7/31/2020	Punch List for 5th floor to begin.
\$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	NEPA documents submitted to TDOT on 7/6/2020.
\$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	Framing on 1st floor continues and demolition on 2nd floor finishing.
\$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.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	Current Status
\$1,131,898.15	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%]	5/28/2021	Summers-Taylor is low bidder and TDOT has concurred with the bid. Bringing recommendation to award to July 6&7 BMA meeting.
\$1,131,898.15	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]	5/28/2021	Summers-Taylor is low bidder and TDOT has concurred with the bid. Bringing recommendation to award to July 6&7 BMA meeting.
\$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	Barge has been given survey data for West Park Development. Needs as built survey data. Still working on NEPA
\$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 begin work in this area mid July.
\$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	Subgrade grading continuing, preparation for retaining wall installation underway.
\$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 to return to area on 6/22/2020.
\$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	Allandale Tank is complete. Paint is on 7 day cure before putting tank back on line. Contractor to begin staging Hillcrest Tank site theis weekend.
\$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	9/1/2020	Contractor plans to begin the directional drilling of the road and gas line during the week of July 20.
\$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
\$197,791.00	Kitty Frazier	Riverfront Parking Facility	Construction of a 23 space parking lot on the south side of Industry Drive.	11/24/2020	Bids were opened 6/23/2020. Staff is moving forward with contract documents for the low bid of \$197,791 from Goins, Rash, Cain, Inc.
\$135,715.47	Kitty Frazier	Preston Forest Park - Trails and Parking Improvements	Construction of parking and trails in Preston Forest Park.	8/31/2020	Project is complete except asphalt paving and final restoration/cleanup.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, July 21, 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 – Phip Sams, First Christian 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

1. BMA Recognition – Jud Teague
2. Sullivan County Health Dept. Update – Gary Mayes

IV.B. APPOINTMENTS

1. Appointments to the Beverage Board (AF: 181-2020) (Mayor Shull)
 - Appointments
2. Appointments to the Kingsport Public Library Commission (AF: 200-2020) (Mayor Shull)
 - Appointments
3. Appointments to the Emergency Communication District / E-911 Board (AF: 197-2020) (Mayor Shull)
 - Appointments
4. Appointment to the Historic Zoning Commission (AF: 198-2020) (Mayor Shull)
 - Appointment
5. Appointments to the Construction Board of Adjustments and Appeals (AF: 199-2020) (Mayor Shull)
 - Appointments

V. APPROVAL OF MINUTES

1. Work Session – July 6, 2020
2. Business Meeting – July 7, 2020

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Budget Adjustment Ordinance for the General Fund and Fleet Fund in FY20 (AF: 17802020) (Chris McCartt)
 - Ordinance – First Reading
2. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 202-2020)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Amend Zoning of 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 169-2020) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption
2. Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1

(Professional Offices District) to R-1B (Residential District) (AF: 170-2020) (Ken Weems)

- Ordinance – Second Reading and Final Adoption

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

- Ordinance – Second Reading and Final Adoption

4. Appropriate Funding and a Resolution to Execute all Documents Necessary to Amend and Accept a Section 5339 Capital Grant Amendment for FTA Project Number TN-2016-029 from the U.S. Department of Transportation (AF 189-2020) (Chris Campbell)

- Ordinance – Second Reading and Final Adoption

5. Approve Revisions to Sewer Use Ordinance Section 102-226 (C) Table A. User Discharge Restrictions to Reflect change to Silver Monthly Average Discharge Limit in Industrial User Local Limits Evaluation (AF: 194-2020) (Ryan McReynolds)

- Ordinance – Second Reading and Final Adoption

BMA – Motion to Amend
Ordinance – Revised 7/16/20

6. Budget Adjustment Ordinance for Various Funds in FY20 (AF: 191-2020) (Chris McCartt)

- Ordinance – Second Reading and Final Adoption

Ordinance Revised 7/15/20

D. OTHER BUSINESS

1. Amend Lease Agreements with Various Not-For Profit Entities to Extend the Term, and to Permit Termination for Convenience (AF: 173-2020) (Kitty Frazier)

- Resolution

2. Amend the Lease Agreement with Upper East Tennessee Human Development Agency Extend the Term, Permit Termination for Convenience, and Specify Tenant's Obligation to Provide for Necessary Cleaning of the Premises (AF: 172-2020) (Kitty Frazier)

- Resolution

3. Memorandum of Understanding, Lease Agreement with and Property Donation from Kingsport Power Company for a New Tower on Bays Mountain (AF: 176-2020) (Ken Weems)

- Resolution

4. Amendment Two to the ESS Southeast LLC. Substitute Staffing Services Contract Kingsport City Schools (AF: 182-2020) (David Frye, Jennifer Guthrie)

- Resolution

5. Award Bid to Zane Brooks for Landfill Clay Borrow Material (AF: 205-2020) (Ryan McReynolds)
 - Resolution

VII. CONSENT AGENDA

1. Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions (AF: 186-2020) (Jessica Harmon)
 - Resolution
2. Apply for and Receive a Grant from the Department of Justice FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (AF: 179-2020) (David Quillin)
 - Resolution
3. Execute a Signatory Authority form Allowing the Chief of Police or His Designee to Complete the Application and, if Awarded, Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2020 (AF: 180-2020) (David Quillin)
 - Resolution
4. Reject the Bids Received for the Grove Drive Storm Water System Improvements (AF: 201-2020) (Ryan McReynolds)
 - Resolution
5. Amend Personnel Policies and Procedures (AF: 195-2020) (George DeCroes)
 - Resolution

VIII. COMMUNICATIONS

- A. City Manager
- B. Mayor and Board Members
- C. Visitors
- D. Emergency Purchase of Software - Schools

Added 7/20/20

IX. ADJOURN



AGENDA ACTION FORM

Appointments to the Beverage Board

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

Action Form No.: AF-181-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to appoint Natalie Wells, effective July 31, 2020, and Cody Woods, effective October 1, 2020, to replace Charles Nitschke and Keener Mallicote respectively to the Beverage Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The commission is comprised of nine (9) members; Police Chief, Planning Director, City Recorder and six (6) residents of the City (with one having at last 5 years' experience in business or administration in ownership operation of retail enterprise and one licensed to practice law).

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/22	3	KPT Resident; Business Owner
Mike Forrester	12/31/22	1	KPT Resident; Licensed Attorney
John McKinley	12/31/22		KPT Resident
Charles Nitschke	9/30/20	4	KPT Resident
Keener Mallicote	9/30/20	4	KPT Resident
Lonnie Salyer	6/30/21	2	KPT Resident

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Stephen LaHair	3/31/22	3	KPT Resident; Business Owner
Mike Forrester	12/31/22	1	KPT Resident; Licensed Attorney
John McKinley	12/31/22		KPT Resident
Natalie Wells	7/31/23	1	KPT Resident
Cody Woods	10/31/23	1	KPT Resident
Lonnie Salyer	6/30/21	2	KPT Resident

Attachments:

1. Natalie Wells Bio
2. Cody Woods Bio

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

Q1

Contact Information

Name	Natalie Wells
Address	1029 Kensington Lane
ZIP/Postal Code	37664
Email Address	njowells@yahoo.com
Phone Number	(423) 502-0421

Q2

Why would you like to serve the city?

I would like to serve the city because I am proud to live in Kingsport and would love to give back to my community by volunteering my time to make a difference.

Q3

What previous volunteer experience do you have?

I am currently very involved in Ross N. Robinson Middle School's PTSA. Last year, I served as President and I am currently Treasurer as well as involved with many other committees. I have served as the Chairperson for Jefferson Elementary's main fundraiser for three of the past four years. In the past, I have also served on the Executive Board for Hope House and Small Miracles Therapeutic Horseback Riding and was an active member of Junior League of Kingsport.

Q4

Which skill set would you say is your strongest?

Budgeting

Q5

Please select your top 3 commission interests.

Kingsport Economic Development Board

Kingsport Higher Education

Board of Zoning & Appeals

Q6

Please enter any comments regarding your interest to serve Kingsport.

I want to take a bigger role in helping Kingsport grow and be an even better place to live.

Q1

Contact Information

Name	Cody Woods
Address	389 Glenn Ave
ZIP/Postal Code	37660
Email Address	woodsct1@gmail.com
Phone Number	4237545863

Q2

Why would you like to serve the city?

I am a life long resident of Kingsport, Tennessee. I have worked diligently throughout my career to promote and actively participate in the growth of our city. I am a member of Kiwanis and (PEAK) Kingsport Young Professionals. As a board member for Kingsport Young Professionals, I oversee many of our operations within the city, from the dog park in downtown to connecting young professionals with community volunteer projects.

Q3

What previous volunteer experience do you have?

I am a member of Kiwanis and (PEAK) Kingsport Young Professionals. As a board member for Kingsport Young Professionals, I oversee many of our operations within the city, from the dog park in downtown to connecting young professionals with community volunteer projects. I am also the Chairman of Sullivan County Young Republicans as well as a board member of the Sullivan County Republican Party Executive Committee. I have served as a business liaison for Fun Fest since 2016.

Q4

Which skill set would you say is your strongest?

Communication

Q5

Please select your top 3 commission interests.

Beverage Board

Kingsport Convention and Visitors Bureau

Visitor Enhancement Program Board

Q6

Please enter any comments regarding your interest to serve Kingsport.

I have worked diligently throughout my career to promote and actively participate in the growth of our city. I hope that you will consider me to continue to serve Kingsport.



AGENDA ACTION FORM

Appointments to the Kingsport Public Library Commission

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

Action Form No.: AF-200-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Jaclyn Clendenen, who is completing an unexpired term, and Lane Dukart to the Kingsport Public Library Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with members' ability to serve no more than three successive terms. The board is comprised of seven (7) members who are residents of the City.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Kate Harden	1/31/22	1	KPT Resident
Dorothy Dobbins	4/30/22	2	KPT Resident
Jaclyn Clendenen	5/31/20	Fulfilling unexpired term	KPT Resident
Lane Dukart	5/31/20	1	KPT Resident
Melissa Hamby	6/30/22	1	KPT Resident
Margaret Counts	6/30/21	2	KPT Resident
Betsy Cooper	5/31/21	2	KPT Resident

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Kate Harden	1/31/22	1	KPT Resident
Dorothy Dobbins	4/30/22	2	KPT Resident
Jaclyn Clendenen	5/31/23	1	KPT Resident
Lane Dukart	5/31/23	2	KPT Resident
Melissa Hamby	6/30/22	1	KPT Resident
Margaret Counts	6/30/21	2	KPT Resident
Betsy Cooper	5/31/21	2	KPT Resident

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Emergency Communication District / E-911 Board

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

Action Form No.: AF-197-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Margaret Denton and Eddie Wampler to the Emergency Communications District / E-911 Board. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are four years with no term limits. The commission is comprised of nine (9) members; Police Chief, Fire Chief and seven at-large residents of the City.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/20	2	At-large
Eddie Wampler	12/31/20	2	At-large
Mickey Spivey	12/31/23	1	At-large
Thomas Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Mike McIntire	12/31/23	1	At-large
Kenneth Calvert	12/31/23	6	At-large
Margaret Denton	12/31/24	3	At-large
Eddie Wampler	12/31/24	3	At-large
Mickey Spivey	12/31/23	1	At-large
Thomas Segelhorst	12/31/21	1	At-large
Vivian Crymble	12/31/21	4	At-large

Attachments:

None

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



AGENDA ACTION FORM

Appointment to the Historic Zoning Commission

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

Action Form No.: AF-198-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint Liza Harmon to the Historic Zoning Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The commission is comprised of seven (7) members; Planning Commission Rep., Architect and five at-large residents of the City.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Liza Harmon	6/30/20	2	At-large
Jewell McKinney	6/30/21	3	At-large
Liza Howle	6/30/21		A-large
Dineen West	6/30/22	2	Architect
Beverley Perdue	6/30/23	1	Planning Comm. Rep.
Jason Meredith	6/30/23	1	At-large

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Erin Reid	6/30/24	1	At-large
Liza Harmon	6/30/25	3	At-large
Jewell McKinney	6/30/21	3	At-large
Liza Howle	6/30/21		At-large
Dineen West	6/30/22	2	Architect
Beverley Perdue	6/30/23	1	Planning Comm. Rep.
Jason Meredith	6/30/23	1	At-large

Attachments:

None

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



AGENDA ACTION FORM

Appointments to the Construction Board of Adjustments and Appeals

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

Action Form No.: AF-199-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointments.

Executive Summary:

It is recommended to reappoint Steve Wilson, Bob Prendergast and Marvin Egan and to appoint Travis Patterson, replacing Jim Wright, to the Construction Board of Adjustments and Appeals. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The board is comprised of five (5) members; Architect, Engineer or General Contractor and five at-large members in the building industry.

Current Committee:			
Member	Term Expires	No. of Terms	Eligibility
Steve Wilson	2/28/19	2	Engineer
Bob Prendergast	8/31/20	2	At-large
Jim Wright	8/31/20	2	At-large Architect
Marvin Egan	2/28/19	1	At-large
Hiram Rash	2/28/21	3	Architect

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Steve Wilson	8/31/23	3	Engineer
Bob Prendergast	8/31/23	3	At-large
Travis Patterson	8/31/23	1	At-large
Marvin Egan	8/31/23	2	At-large
Hiram Rash	2/28/21	3	Architect

Attachments:

1. Travis Patterson Bio

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

Travis Patterson

***Patterson Homes
1618 Belmeade Drive
Kingsport, TN 37660***

***Builder/Owner
travis@pattersonhandcraftedhomes.com
(423) 963 – 0293***

Travis is our visionary leader who has been involved in the process of homebuilding for more than 25 years. He is from Church Hill, TN and his experiences include 3 years on a carpentry and framing crew, 17 years at Eastman Chemical Company, and 12 years of homebuilding.

Additionally, his hands-on ability and knowledge are paired with extensive business management knowledge attained through his Business Management degree. These skill sets compliment Travis' trustworthy, motivational, and people first personality.

Travis loves the outdoors and spends his free time fishing or spending time with his awesome wife, Amy, and his two beautiful daughters, Brianna and Lauren.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, July 6, 2020, 4:30 PM
Council 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

Alderman Darrell Duncan

Alderman Tommy Olterman

Alderman James Phillips

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

Ken Weems, Planning Manager

Jessica Harmon, Assistant to the City Manager

Scott Boyd, Fire Chief

David Quillin, Police Chief

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. **HOMELESS INITIATIVE.** Chief Quillin summarized the history of this issue and the steps that have been taken to date. He gave an overview of the three components needed to contribute to the success of this program, noting all three of these are now in place. The first is a social worker embedded in the police department, a position now filled by Erin Gray. Second is a liaison with the government and non-profit agencies which is Jonathan Anderson. Third is the dedication of a full time police officer, Jim Clark. He thanked the the BMA for their support and their willingness to be proactive. Erin and Jonathan then presented information to the board on the work they've been doing over the last few months in the homeless community. They answered questions from the board and discussion followed.
5. **REVIEW OF AGENDA ITEMS ON THE JULY 7, 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, July 6, 2020

IV.B.3 Appointments to the Regional Planning Commission (AF: 188-2020). Vice-Mayor George commented on the actual number of Mr. Moody's terms and Alderman Duncan commented on the lack of board experience for Mr. Blackwell.

VI.D.4 Amend TDOT Grant Contracts for Phases 1 and 2 of the Stone Drive Multi-Modal Access Project (AF: 167-2020). Mayor Shull stated this project began six years ago, pointing out 95% of the funding comes from the state. The city is only liable for \$75,000 of the cost of the project to proceed and have the sidewalks installed. However, if we were to back out the city would have to reimburse the state \$225,000 of the money they have invested and no sidewalks. He also noted it increases safety and reduces the possibility of accidents. Discussion ensued.

Mayor Shull commented on the possibility of mask mandates being placed by county mayors in light of COVID-19. He stated there would be a press conference tomorrow. He also commented on the upcoming race at Bristol Motor Speedway, noting their staff has a plan.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:57 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, July 7, 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
Alderman Tommy Olterman
Alderman James Phillips

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
J. Michael Billingsley, City Attorney
Sidney H. Cox, City Recorder/Chief Financial Officer
David Quillin, Police Chief
Ken Weems, Planning Manager
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: Alderman Olterman.

II.B. INVOCATION: Pastor David Salley, Gravelly Baptist Church.

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.

1. **Recognition of Ms. Maggie Seymour.** Mayor Shull.

IV.B. APPOINTMENTS/REAPPOINTMENTS.

(These items are considered under one motion.)

1. **Reappointment to PETWORKS** (AF: 184-2020) (Mayor Shull).

Motion/Second: George/Olterman, to approve:
REAPPOINTMENT OF MR. JOHN CAMPBELL TO SERVE AN ADDITIONAL YEAR
ON **PETWORKS**.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 7, 2020**

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

2. Appointment to the Stormwater Appeals Board (AF: 185-2020)
(Mayor Shull).

Motion/Second: George/Olterman, to approve:

APPOINTMENT OF MS. SHARON DUNCAN TO SERVE A THREE-YEAR TERM ON THE **STORMWATER APPEALS BOARD** AS THE REGIONAL PLANNING COMMISSION REPRESENTATIVE. THIS APPOINTMENT IS EFFECTIVE IMMEDIATELY AND EXPIRES ON JUNE 30, 2023.

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

3. Appointments to the Regional Planning Commission (AF: 188-2020)
(Mayor Shull).

Motion/Second: George/Olterman, to approve:

APPOINTMENT OF MR. BRAD BLACKWELL AND REAPPOINTMENT OF MR. JOHN MOODY TO SERVE A FOUR-YEAR TERM ON THE **REGIONAL PLANNING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2023.

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

4. Appointments to the Employee Dependent Scholarship Program (AF: 183-2020)
(Mayor Shull).

Motion/Second: George/Olterman, to approve:

APPOINTMENT OF MS. LAURA FEAGINS TO FULFILL AN UNEXPIRED TERM AND REAPPOINTMENT OF MS. JENNIFER THACKER TO SERVE A THREE-YEAR TERM ON THE **EMPLOYEE DEPENDENT SCHOLARSHIP PROGRAM**. BOTH APPOINTMENTS ARE EFFECTIVE IMMEDIATELY WITH THE TERM FOR MS. FEAGINS EXPIRING ON AUGUST 1, 2021 AND THE TERM FOR MS. THACKER EXPIRING ON AUGUST 1, 2023.

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

V. APPROVAL OF MINUTES.

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

- A. June 15, 2020 Regular Work Session
- B. June 16, 2020 Regular Business Meeting

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, July 7, 2020**

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Amend Zoning of 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 169-2020) (Ken Weems).

PUBLIC COMMENT ON ITEM VI.A.1. None.

Motion/Second: Adler/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG CLEEK ROAD FROM A-1, AGRICULTURAL DISTRICT TO R-1B, RESIDENTIAL DISTRICT IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District) (AF: 170-2020) (Ken Weems).

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

Motion/Second: Olterman/Phillips, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRECKENRIDGE TRACE FROM M-1R, LIGHT INDUSTRIAL RESTRICTED DISTRICT AND P-1, PROFESSIONAL OFFICES DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

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

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO VACATE A SECTION OF RIGHT-OF-WAY, FORMERLY KNOWN AS DRAPER STREET, LOCATED ADJACENT TO 628 EAST MARKET STREET SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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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. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Ordinance to Appropriate Funding and a Resolution to Execute All Documents Necessary to Amend and Accept a Section 5339 Capital Grant Amendment for FTA Project No. TN-2016-029 from the U.S. Department of Transportation (AF: 189-2020) (Chris Campbell).

Motion/Second: George/Adler, to pass:

AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT CAPITAL/GRANT PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRAN MINI BUSES & VANS PROJECT (FTA029); 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.”

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-001, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO AMEND AND RECEIVE A SECTION 5339 CAPITAL GRANT FUNDS AMENDMENT FOR FTA PROJECT NUMBER TN-2016-069 THROUGH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FROM THE FEDERAL TRANSIT ADMINISTRATION

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

2. Approve Revisions to Sewer Use Ordinance Section 102-226 (c) Table A. User Discharge Restrictions to Reflect Change to Silver Monthly Average Discharge Limit in Industrial User Local Limits Evaluation (AF: 194-2020) (Ryan McReynolds).

Motion/Second: Olterman/Phillips, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-226(c) RELATING TO RESTRICTIONS ON WASTEWATER STRENGTH; 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.”

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of the City of Kingsport, Tennessee, Tuesday, July 7, 2020**

3. Budget Adjustment Ordinance for Various Funds in FY20
(AF: 191-2020) (Chris McCartt).

Motion/Second: Phillips/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 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).

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6871, 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

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

2. Amend Zoning for the Worthington Drive Annexation
(AF: 158-2020) (Ken Weems).

Motion/Second: George/Olterman, to pass:

ORDINANCE NO. 6872, 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

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

3. 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).

Motion/Second: Olterman/Adler, to pass:

ORDINANCE NO. 6873, AN ORDINANCE TO AMEND GENERAL PROJECTS-SPECIAL REVENUE FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2020; AND,

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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. Authorize Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Edinburgh Phase 12 Development (AF: 33-2020) (Ryan McReynolds).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2021-002, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO EDINBURGH GROUP, LLC FOR EDINBURGH PHASE 12

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

2. Bid Award for Water Treatment Plant and Water Distribution Sites SCADA Master Plan Implementation to Custom Controls (AF: 192-2020) (Ryan McReynolds).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-003, A RESOLUTION AWARDED THE BID FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SITES SCADA MASTER PLAN TO CUSTOM CONTROLS AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

3. Apply and Accept Section 5339 Capital Grant from FTA for Transit Vehicles from the U.S. Department of Transportation (AF: 190-2020) (Chris Campbell).

Motion/Second: Adler/George, to pass:

Resolution No. 2021-004, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SECTION 5339 CAPITAL GRANT FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION

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

4. Amend TDOT Grant Contracts for Phases 1 and 2 of the Stone Drive Multi-Modal Access Project (AF: 167-2020) (Ryan McReynolds).

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Motion/Second: George/Duncan, to pass:

Resolution No. 2021-005, A RESOLUTION APPROVING AMENDMENT FOUR FOR GRANT CONTRACT 150074, PIN #121997.00 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

Motion/Second: George/Adler, to pass:

Resolution No. 2021-006, A RESOLUTION APPROVING AMENDMENT TWO FOR GRANT CONTRACT 160089; PIN: 123629.00; STATE PROJECT NUMBER: 82LPLM-S3-075, WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE STONE DRIVE MULTI-MODAL ACCESS PROJECT PHASE 2; 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."

5. Bid Award to Summers-Taylor, Inc. for Stone Drive Multi-Modal Access Project Phases 1 and 2 (AF: 168-2020) (Ryan McReynolds).

Motion/Second: Olterman/George, to pass:

Resolution No. 2021-007, A RESOLUTION AWARDDING THE BID FOR THE STONE DRIVE MULTI-MODAL PROJECT PHASES 1 AND 2 TO SUMMERS-TAYLOR, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

6. Amend Contract with CentralSquare Technologies, LLC for the Purchase of TRAKIT (Community Development Software) (AF: 164-2020) (Ryan McReynolds).

Motion/Second: Phillips/Duncan, to pass:

Resolution No. 2021-008, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES, LLC FOR TRAKIT SOFTWARE; 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."

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7. Amend CDM Smith Agreement to Include Project Inspection for the Water Facilities Portion of SCADA Master Plan Implementation (AF: 193-2020) (Ryan McReynolds).

Motion/Second: Duncan/Adler, to pass:

Resolution No. 2021-009, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CDM SMITH TO PROVIDE INSPECTION SERVICES FOR SCADA INSTALLATION; 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."

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

Motion/Second: George/Phillips, to adopt:

1. Approve the Area Agency on Aging and Disability Grant for FY20-21 (AF: 166-2020) (Shirley Buchanan).

Pass:

Resolution No. 2021-010, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE PASS THROUGH FUNDING FROM THE FIRST TENNESSEE DEVELOPMENT DISTRICT'S AREA AGENCY ON AGING AND DISABILITY GRANT FOR FISCAL YEAR 2020-2021

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

2. Letter of Authorization with Virginia Department of Transportation Accepting Federal and State Funds on Behalf of the Kingsport MTPO (AF: 165-2020) (Lesley Phillips).

Pass:

Resolution No. 2021-011, A RESOLUTION APPROVING A LETTER OF AUTHORIZATION BETWEEN THE CITY OF KINGSFORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSFORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2021; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

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3. Release of All Claims for North Carolina Farm Bureau Insurance and Its Insured, James Taylor (AF: 171-2020) (Mike Billingsley).

Pass:

Resolution No. 2021-012, A RESOLUTION APPROVING A RELEASE FOR PROPERTY DAMAGE FROM NORTH CAROLINA FARM BUREAU INSURANCE FOR PROPERTY DAMAGE TO A FIRE HYDRANT ON FT. HENRY DRIVE ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

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

~~4. Extension of Approval for Northeast State Community College to Enter into Sublease Agreements with Participating Institutions~~ (AF: 186-2020) (~~Jessica Harmon~~). This item was withdrawn on July 7, 2020.

5. Reject Bid Awards and Purchase Orders for Three (3) Extended Cab with Utility Body & One (1) ½ Ton 4X4 Pickup Truck (AF: 174-2020) (Ryan McReynolds, Steve Hightower).

Pass:

Resolution No. 2021-013, A RESOLUTION REJECTING ALL BIDS AND PURCHASE ORDERS RELATED TO THE PURCHASE OF THREE (3) EXTENDED CAB WITH UTILITY BODY AND ONE (1) ½ TON 4X4 PICKUP TRUCK

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt commented on the recent opening of the Miracle Field, expressing his appreciation for the board's support of this project. He also recognized the event staff and the success of the fireworks for the 4th of July. He encouraged citizens to check the city's website for updates as things were reopening, noting the restrictions at the library and upcoming programming at the senior center.

B. MAYOR AND BOARD MEMBERS. Alderman Adler gave a heads up to parents there would be a press conference tomorrow regarding the opening of schools. She also stated she recently traveled outside the region and recognized the risks encouraging others to self-quarantine or be tested. Alderman Cooper commented on an upcoming event with New Vision Youth. Alderman Phillips stated he was able to see both fireworks locations and commended the city. He also commented favorably on the homeless presentation at the work session yesterday. Alderman Olterman wished Lucy Fleming the best in her retirement from the Chamber. He also commented on

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the recent passing of Betty Martin, noting her work in the community and that she will be greatly missed. Alderman Duncan stated the new PETWORKS facility was an asset to be proud of, noting it was a state of the art facility. He also commented on the Miracle Field, thanking everyone who donated and commending the Chamber. Vice-Mayor George added the playground at the Miracle Field was open to the public and urged the public to take advantage of it. She also commented on PETWORKS and Funfest, asking citizens to still support local businesses. She stated if you travel be respectful and continue to observe social distancing, wearing a mask and hand washing as numbers are going up. She noted with the Bristol race coming up and people coming to the region we must be more vigil. Mayor Shull added that Bristol Motor Speedway has a good plan to be as safe as possible to accommodate a significantly smaller number of fans as usual.

C. VISITORS. Malcolm Stallard and Michael Gillis made comments.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:27 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Budget Adjustment Ordinance for the General Fund and Fleet Fund in FY20

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

Action Form No.: AF-178-2020
 Work Session: July 20, 2020
 First Reading: July 21, 2020

Final Adoption: August 4, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

In October 2018, The City of Kingsport applied for funding from the Tennessee Natural Gas and Propane Vehicle Grant Program. Under this program the city was able to upgrade 11 Dodge Charger police cruisers to propane. Grant funds under this program are distributed upon completion. Grant funds are to be dispersed between the General Fund and the Fleet Fund.

The General Fund budget is being increased by appropriating grant funds received from the State of Tennessee Department of Environment and Conservation for the conversion of Police vehicles to propane in the amount of \$23,214.

The Fleet Fund budget be increased by appropriating a grant funds received from the State of Tennessee Department of Environment and Conservation for the conversion of Police vehicles to propane in the amount of \$45,036.

Attachments:

1. 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	—	—	—

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL FUND AND FLEET
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 Fund budget be increased by appropriating grant funds received from the State of Tennessee Department of Environment and Conservation in the amount of \$23,214.

SECTION II. That the Fleet Fund budget be increased by appropriating a grant funds received from the State of Tennessee Department of Environment and Conservation in the amount of \$45,036.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Fund: 110</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-332.72-00 Dept of Conservation	0	23,214	23,214
<i>Totals:</i>	0	23,214	23,214

<u>Expenditures:</u>	\$	\$	\$
110-3030-443.20-56 Repair & Maint-Vehilces	390,000	23,214	413,214
<i>Totals:</i>	390,000	23,214	413,214

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fleet Fund: 511</u>			
<u>Revenues:</u>	\$	\$	\$
511-0000-332.72-00 Dept of Conservation	0	45,036	45,036
<i>Totals:</i>	0	45,036	45,036

<u>Expenditures:</u>	\$	\$	\$
511-5008-501.90-10 Replacement Vehicles	5,546,980	45,036	5,592,016
<i>Totals:</i>	5,546,980	45,036	5,592,016

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

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 FY21

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

Action Form No.: AF-202-2020
 Work Session: July 20, 2020
 First Reading: July 21, 2020

Final Adoption: August 4, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation: Approve the Ordinance.

Executive Summary:

The General Fund budget is being increased by appropriating a one-time direct appropriation grant from the State of Tennessee Department of Finance and Administration in the amount of \$1,223,374 and by increasing the From Corporations line in the amount of \$100,000.

The General Project Fund budget is being amended by transferring \$300,000 from the Stone Drive Sidewalk Exten project (GP1725) to the Stone Dr Sidewalk Extend project (GP1623). This moves funding from Phase II to Phase I per Resolution No. 2019-116.

The Water Project Fund budget is being amended by transferring \$1,906 from the Tank Rehabilitation project (WA2000) to the WA Pump St Imp O&M project (WA2006) and \$934 from the Tank Rehabilitation project (WA2000) to the WTP High Service Imp project (WA2007).

The Sewer Project Fund budget is being amended by transferring \$676,000 from the Misc I&I Rehab project (SW2000) to the Reedy Creek Trunk Line project (SW2011), \$73,400 from the Misc I&I Rehab project (SW2000) to the Sewer Line Imp project (SW2009), \$51,998 from the Sewer Line Improvements project (SW1905) to the Sewer Line Improvements project (SW2009), \$2,603 from the Lift Station Telemetry project (SW1603) to the SW Pump Station O&M project (SW1903), and \$72 from the Lift Station Telemetry project (SW1603) to the SW Lift Station O&M project (SW1703). This will allow the closure of, SW1703, SW1903, and SW1905.

The Fleet Fund budget is being increased by appropriating Fund Balance in the amount of \$825,000 to cover vehicles budgeted to be purchased in FY 2020 that were delayed by the coronavirus pandemic

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: *SE*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS PROJECT FUND
BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Fund budget be increased by appropriating a direct appropriation grant from the State of Tennessee Department of Finance and Administration in the amount of \$1,223,374 and by increasing the From Corporations line in the amount of \$100,000 to accept incoming donations.

SECTION II. That the General Project Fund budget be amended by transferring \$300,000 from the Stone Drive Sidewalk Exten project (GP1725) to the Stone Dr Sidewalk Extend project (GP1623).

SECTION III. That the Water Project Fund budget be amended by transferring \$1,906 from the Tank Rehabilitation project (WA2000) to the WA Pump St Imp O&M project (WA2006) and \$934 from the Tank Rehabilitation project (WA2000) to the WTP High Service Imp project (WA2007).

SECTION IV. That the Sewer Project Fund budget be amended by transferring \$676,000 from the Misc I&I Rehab project (SW2000) to the Reedy Creek Trunk Line project (SW2011), \$73,400 from the Misc I&I Rehab project (SW2000) to the Sewer Line Imp project (SW2009), \$51,998 from the Sewer Line Improvements project (SW1905) to the Sewer Line Improvements project (SW2009), \$2,603 from the Lift Station Telemetry project (SW1603) to the SW Pump Station O&M project (SW1903), and \$72 from the Lift Station Telemetry project (SW1603) to the SW Lift Station O&M project (SW1703). Close SW1703, SW1903, and SW1905.

SECTION V. That the Fleet Fund budget be increased by appropriating Fund Balance in the amount of \$825,000 to cover vehicles budgeted to be purchased in FY 2020 that were delayed by the coronavirus pandemic.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Fund: 110</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-332.57-00 State Revenue Direct Appr	0	1,223,374	1,223,374
110-0000-364.20-00 From Corporations	0	100,000	100,000
<i>Totals:</i>	0	1,323,374	1,323,374
 <u>Expenditures:</u>	 \$	 \$	 \$
110-4810-481.20-99 Miscellaneous	0	1,323,374	1,323,374
<i>Totals:</i>	0	1,323,374	1,323,374

General Project Fund: 311**Stone Drive Sidewalk Exten (GP1623)****Revenues:**

	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	662,601	300,000	962,601
311-0000-368.10-46 2013 B GO Pub Imp	100,500	0	100,500
Totals:	763,101	300,000	1,063,101

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	526,210	300,000	826,210
311-0000-601.20-23 Arch/Eng/Landscaping Serv	231,391	0	231,391
311-0000-601.90-03 Improvements	5,500	0	5,500
Totals:	763,101	300,000	1,063,101

Stone Dr Sidewalk Extend (GP1725)**Revenues:**

	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	913,083	(300,000)	613,083
311-0000-368.10-54 Serues 2016 GO (Nov 4)	93,326	0	93,326
311-0000-368.21-01 Premium From Bond Sale	7,736	0	7,736
Totals:	1,014,145	(300,000)	714,145

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	141,748	0	141,748
311-0000-601.40-41 Bond Sale Expense	1,062	0	1,062
311-0000-601.90-03 Improvements	871,335	(300,000)	571,335
Totals:	1,014,145	300,000	714,145

Account Number/Description:**Budget Incr/<Decr> New Budget****Water Project Fund: 451****Tank Rehabilitation (WA2000)****Revenues:**

	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	8,000	0	8,000
451-0000-391.05-48 GO Bonds Series 2018 B	222,000	0	222,000
451-0000-391.05-56 Series 2019 GO Improvment	500,000	(2,840)	497,160
Totals:	730,000	(2,840)	727,160

Expenditures:

	\$	\$	\$
451-0000-605.20-22 Construction Contracts	230,000	497,160	727,160
451-0000-605.90-03 Improvements	500,000	(500,000)	0
Totals:	730,000	(2,840)	727,160

WA Pump St Imp O&M (WA2006)**Revenues:**

	\$	\$	\$
451-0000-391.05-56 Series 2019 GO Improvment	125,000	1,906	126,906
Totals:	125,000	1,906	126,906

Expenditures:

	\$	\$	\$
451-0000-605.90-19 Pump Stations	125,000	1,906	126,906
Totals:	125,000	1,906	126,906

WTP High Service Imp (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 Improvment	301,900	934	302,834
Totals:	426,900	934	427,834

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	416,900	934	417,834
451-0000-605.09-03 Improvements	10,000	0	10,000
Totals:	730,000	934	427,834

Account Number/Description:**Budget Incr/<Decr> New Budget****Sewer Project Fund: 452****Misc I&I Rehab (SW2000)****Revenues:**

	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	1,000,000	(750,000)	250,000
Totals:	1,000,000	(750,000)	250,000

Expenditures:

	\$	\$	\$
452-0000-606.20-22 Construction Contracts	1,000,000	(750,000)	250,000
Totals:	1,000,000	(750,000)	250,000

Sewer Line Improvements (SW1905)**Revenues:**

	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	420,000	(51,998)	368,002
Totals:	420,000	(51,998)	368,002

Expenditures:

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	30,000	(14,041)	15,959
452-0000-606.90-01 Land	2,000	(858)	1,142
452-0000-606.90-03 Improvements	200,000	(65,344)	134,656
452-0000-606.90-27 Sewer Taps	13,000	(1,275)	11,725
452-0000-606.90-28 Sewer Improvements	175,000	29,520	204,520
Totals:	420,000	(51,998)	368,002

Sewer Line Imp (SW2009)

<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	0	73,400	73,400
452-0000-391.42-00 From Sewer Fund	250,000	51,998	301,998
<i>Totals:</i>	250,000	125,398	375,398

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.90-26 Sewer Extensions	40,000	0	40,000
452-0000-606.90-27 Sewer Taps	20,000	0	20,000
452-0000-606.90-28 Sewer Improvements	190,000	125,398	315,398
<i>Totals:</i>	250,000	125,398	375,398

Reedy Creek Trunk Line (SW2011)

<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-56 Series 2019 GO Improvment	163,300	676,600	839,900
<i>Totals:</i>	163,300	676,600	839,900

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	163,300	676,600	839,900
<i>Totals:</i>	163,300	676,600	839,900

Lift Station Telemetry (SW1603)

<u>Revenues:</u>	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	2,100,000	0	2,100,000
452-0000-391.42-00 From Sewer Fund	651,477	(2,675)	648,802
<i>Totals:</i>	2,751,477	(2,675)	2,748,802

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.20-22 Construction Contracts	2,299,842	(2,675)	2,297,167
452-0000-606.20-23 Arch/Eng/Landscaping Serv	446,828	0	446,828
452-0000-606.90-06 Purchases \$5,000 & Over	4,807	0	4,807
<i>Totals:</i>	2,751,477	(2,675)	2,748,802

SW Pump Station O&M (SW1903)

<u>Revenues:</u>	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	296,852	2,603	299,455
<i>Totals:</i>	296,852	2,603	299,455

<u>Expenditures:</u>	\$	\$	\$
452-0000-606.90-19 Pump Stations	296,852	2,603	299,455
<i>Totals:</i>	296,852	2,603	299,455

SW Lift Station O&M (SW1703)**Revenues:**

452-0000-391.42-00 From Sewer Fund

Totals:

\$	\$	\$
256,371	72	256,443
256,371	72	256,443

Expenditures:

452-0000-606.90-19 Pump Stations

Totals:

\$	\$	\$
256,371	72	256,443
256,371	72	256,443

Account Number/Description:**Fleet Fund: 511****Revenues:**

511-0000-392.01-00 Fund Bal Appropriations

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
3,531,900	825,000	4,356,900
3,531,900	825,000	4,356,900

Expenditures:

511-5008-501.90-10 Replacement Vehicles

Totals:

\$	\$	\$
2,434,500	825,000	3,259,500
2,434,500	825,000	3,259,500

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

Amend Zoning of 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District)

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

Action Form No.: AF-169-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone the property containing 2380-2392 Cleek Road from A-1, Agricultural District to R-1B, Residential District.

Executive Summary:

This is an owner-requested rezoning of an approximately 1.86 acres located at 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District). The applicant desires to build single family homes on the property. During their June 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on June 22, 2020.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning of 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District)

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

Action Form No.: AF-169-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone the property containing 2380-2392 Cleek Road from A-1, Agricultural District to R-1B, Residential District.

Executive Summary:

This is an owner-requested rezoning of an approximately 1.86 acres located at 2380-2392 Cleek Road from A-1 (Agricultural District) to R-1B (Residential District). The applicant desires to build single family homes on the property. During their June 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 7-0. The notice of public hearing was published on June 22, 2020.

Attachments:

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

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

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG CLEEK ROAD FROM A-1, AGRICULTURAL DISTRICT TO R-1B, RESIDENTIAL DISTRICT IN THE 10TH 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 Cleek Road from A-1, Agricultural District to R-1B, Residential District in the 10th 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 eastern corner of parcel 54, Tax Map 47E; thence in a northwesterly direction, following the western right-of-way of Cleek Road, approximately 128 feet to a point, said point being the northern corner of parcel 54 in common with the boundary of parcel 54; thence in westerly direction, approximately 71 feet to a point, said point being a northern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southwesterly direction, following the southern right-of-way of Cleek Road, approximately 501 feet to a point, said point being the northwestern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southeasterly direction, approximately 185 feet to the point of BEGINNING, and being a portion of parcel 54, Tax Map 47E 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 _____

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 July 7, 2020 to consider the rezoning for a portion of parcel 54 located along Cleek Road and Orebank Road from A-1 District to R-1B 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 eastern corner of parcel 54, Tax Map 47E; thence in a northwesterly direction, following the western right-of-way of Cleek Road, approximately 128 feet to a point, said point being the northern corner of parcel 54 in common with the boundary of parcel 54; thence in westerly direction, approximately 71 feet to a point, said point being a northern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southwesterly direction, following the southern right-of-way of Cleek Road, approximately 501 feet to a point, said point being the northwestern corner of parcel 54 in common with the southern right-of-way of Cleek Road; thence in a southeasterly direction, approximately 185 feet to the point of BEGINNING, and being a portion of parcel 54, Tax Map 47E 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 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.

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

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 6/22/2020

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00005

Cleek Road Rezoning

Property Information			
Address		2380-2392 Cleek Road	
Tax Map, Group, Parcel		Map 47, Parcel 54	
Civil District		10	
Overlay District		n/a	
Land Use Designation		Single Family	
Acres		1.864 +/-	
Existing Use	vacant	Existing Zoning	A-1
Proposed Use	Single Family Development	Proposed Zoning	R-1B
Owner /Applicant Information			
Name: John Rose Address: 1017 Hill Rd City: Blountville State: TN Zip Code: 37617 Phone: (423)579-2449		Intent: <i>To rezone from A-1 (Agricultural District) to R-1B (Single Family Residential District) to accommodate single family home development.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The site for this proposed R-1B district is identified in the 2030 Land Use Plan as appropriate for single family land use.</i></p> <p><i>The site is surrounded by R-1B zone and uses.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site is mostly surrounded by either Cleek Road or Orebank Road. The proposed lot layout will contain double frontage on both streets.</i></p>			
Planner:	Ken Weems	Date:	June 8, 2020
Planning Commission Action		Meeting Date:	June 18, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	2380-2392 Cleek Road
DISTRICT	10
OVERLAY DISTRICT	n/a
EXISTING ZONING	A-1
PROPOSED ZONING	R-1B
ACRES	1.864 +/-
EXISTING USE	vacant land
PROPOSED USE	single family development

INTENT

To rezone from A-1 (Agricultural District) to R-1B (Single Family Residential District) to accommodate single family home development.

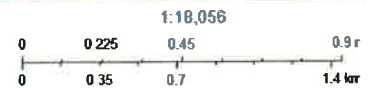
Vicinity Map

ArcGIS Web Map



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|--|--|-------------------------------------|
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| <input type="checkbox"/> Lake_Pond | Hawkins County Parcels | <input type="checkbox"/> Street_ROW |
| <input type="checkbox"/> Parcel_Conflict | <input type="checkbox"/> Lake_Pond | |
| <input type="checkbox"/> Parcels | <input type="checkbox"/> Parcel_Conflict | |
| <input type="checkbox"/> Railroad_ROW | <input type="checkbox"/> Parcels | |
| <input type="checkbox"/> River | <input type="checkbox"/> Railroad_ROW | |



Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map



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Kpt 911 Address

an 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

City Zoning

<Null>

TAC

R-5

GC

B-2E

A-1

A-2

AR

B-1

B-2

B-3

B-3

B-4

B-4P

B-4P

BC

GC

M-1

M-1R

M-2

MX

P-1

P-D

PBD-3

PBD-4

PD

PMD-1

PMD-2

PUD

PVD

R-1

R-1A

R-1B

R-1C

R-2

R-3

R-3A

R-3B

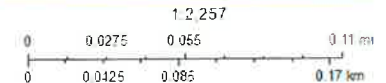
R-4

Split

TA

TA-C

UAE



Web AppBuilder for ArcGIS

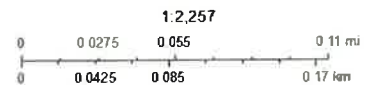
Future Land Use Plan 2030
Designation: Single Family

ArcGIS Web Map



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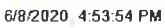
- Kpt 911 Address
- Hawkins County Parcels
- Parcel_Conflict
- Parcels
- Railroad_ROW
- River
- Street_ROW
- Future Land Use
- Single Family
- Multi-Family
- Industrial
- Retail/Commercial
- Public
- Utilities



Web AppBuilder for ArcGIS

File Number 20-101-00005

Aerial



1.2,257

0 0.0275 0.055 0.11 0.14 0.17

0 0.0425 0.085 0.17

Web AppBuilder for ArcGIS

Facing the Intersection of Cleek Rd and Orebank Rd



Facing South (Toward Orebank Rd)



Facing Rezoning Site from Cleek Rd



Rezoning Site with Orebank Rd in background



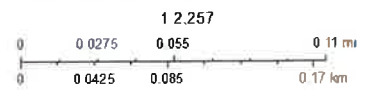
Existing Uses Location Map

ArcGIS Web Map



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



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: <u>vacant</u>	n/a
Further North and	2	Zone: County A-1 Use: <u>farm</u>	n/a

Northwest			
East	3	<u>Zone: County R-1</u> <u>Use: apartment building</u>	n/a
Further East	4	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
Further South	6	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
West	7	<u>Zone: City A-1</u> <u>Use: vacant</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 that is the same as all uses surrounding it.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** No adverse uses are proposed.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property will most benefit from the density afforded in the R-1B zone for this predominately single family developed area.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-1B zone conforms to the future land use plan.

Proposed use: single family residential

The Future Land Use Plan Map recommends single family residential

- 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 conditions of the property support approval for single family use of the rezoning area.

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 surrounding zoning.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-1B zone will match all the abutting R-1B zone in the area.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from A-1 to R-1B. The proposal conforms to the 2030 future land use plan and matches all the existing R-1B zone in the vicinity.



AGENDA ACTION FORM

Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District)

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

Action Form No.: AF-170-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve ordinance amending the zoning ordinance to rezone a portion of parcel 3, Tax Map 120 located off Breckenridge Trace from M-1R, Light Manufacturing Restricted District, and P-1, Professional Offices District, to R-1B, Residential District.

Executive Summary:

This is an owner-requested rezoning of an approximately 40 acres located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District). The applicant desires to construct a single family development on the property. During their June 2020 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 6-0-1. The notice of public hearing was published on June 22, 2020.

Attachments:

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

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



AGENDA ACTION FORM

Amend Zoning of a Portion of Parcel 3, Tax Map 120 Located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District)

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

Action Form No.: AF-170-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone a portion of parcel 3, Tax Map 120 located off Breckenridge Trace from M-1R, Light Manufacturing Restricted District, and P-1, Professional Offices District, to R-1B, Residential District.

Executive Summary:

This is an owner-requested rezoning of an approximately 40 acres located off Breckenridge Trace from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Residential District). The applicant desires to construct a single family development on the property. During their June 2020 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 6-0-1. The notice of public hearing was published on June 22, 2020.

Attachments:

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

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

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG BRECKENRIDGE TRACE FROM M-1R, LIGHT INDUSTRIAL RESTRICTED DISTRICT AND P-1, PROFESSIONAL OFFICES DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 14TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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 Breckenridge Trace from M-1R, Light Manufacturing Restricted District and P-1, Professional Offices District, to R-1B, Residential District in the 14th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Tract 1: M-1R District:

BEGINNING at a point, said point being the southwest corner of parcel 3 in common with the eastern right-of-way of Breckenridge Trace, Tax Map 106; thence in an easterly direction, approximately 496 feet to a point, said point lying on the boundary of parcel 3 in common with the boundary of parcel 26; thence in a northeasterly direction, approximately 1,430 feet to a point, said point being the eastern corner of parcel 3; thence in a northwesterly direction, approximately 740 feet to a point, said point being the northeast corner of parcel 3; thence in a westerly direction, approximately 1,022 feet to a point, said point being the northwest corner of parcel 3; thence in a southeasterly direction, approximately 978 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point lying on the eastern right-of-way of Breckenridge Trace; thence in a southeasterly direction, following the eastern right-of-way of Breckenridge Trace, approximately 575 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O, 106J, 106I, and 106P as shown on the August 2019 Sullivan County Tax Maps.

Tract 2: P-1 District:

BEGINNING at a point, said point being the southeast corner of parcel 26.51, Tax Map 106O; thence in a southerly direction, approximately 335 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point being in common with the eastern right-of-way of Breckenridge Trace; thence in a northerly direction, following the

eastern right-of-way of Breckenridge Trace, approximately 382 feet to a point, said point being the southern corner of parcel 26.51 in common with the eastern right-of-way of Breckenridge Trace; thence in a northeasterly direction, approximately 260 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O and 106P 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 _____

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 July 7, 2020 to consider the rezoning for a portion of parcel 3 located along Breckenridge Trace from P-1 and M-1R District to R-1B 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:

Tract 1; P-1 District:

BEGINNING at a point, said point being the southeast corner of parcel 26.51, Tax Map 106O; thence in a southerly direction, approximately 335 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point being in common with the eastern right-of-way of Breckenridge Trace; thence in a northerly direction, following the eastern right-of-way of Breckenridge Trace, approximately 382 feet to a point, said point being the southern corner of parcel 26.51 in common with the eastern right-of-way of Breckenridge Trace; thence in a northeasterly direction, approximately 260 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O and 106P as shown on the August 2019 Sullivan County Tax Maps.

Tract 2; M-1R District:

BEGINNING at a point, said point being the southwest corner of parcel 3 in common with the eastern right-of-way of Breckenridge Trace, Tax Map 106; thence in an easterly direction, approximately 496 feet to a point, said point lying on the boundary of parcel 3 in common with the boundary of parcel 26; thence in a northeasterly direction, approximately 1,430 feet to a point, said point being the eastern corner of parcel 3; thence in a northwesterly direction, approximately 740 feet to a point, said point being the northeast corner of parcel 3; thence in a westerly direction, approximately 1,022 feet to a point, said point being the northwest corner of parcel 3; thence in a southeasterly direction, approximately 978 feet to a point, said point lying inside parcel 3; thence in a southwesterly direction, approximately 256 feet to a point, said point lying on the eastern right-of-way of Breckenridge Trace; thence in a southeasterly direction, following the eastern right-of-way of Breckenridge Trace, approximately 575 feet to the point of BEGINNING, and being a portion of parcel 3, Tax Maps 106O, 106J, 106I, and 106P 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 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.

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

CITY OF KINGSFORT
Angie Marshall, City Clerk
PIT: 6/22/2020

Rezoning Report

Kingsport Regional Planning Commission

File Number 20-101-00004

Breckenridge Trace Rezoning

Property Information			
Address		Breckenridge Trace	
Tax Map, Group, Parcel		Map 120, a portion of parcel 3	
Civil District		14	
Overlay District		Gateway (not applicable to residential development)	
Land Use Designation		Industrial	
Acres		40 +/-	
Existing Use	Vacant land	Existing Zoning	M-1R and P-1
Proposed Use	Single Family Development	Proposed Zoning	R-1B
Owner /Applicant Information			
Name: William Bailey Address: 1314 Woodlawn Ave City: Johnson City State: TN Zip Code: 37601 Phone: (423)416-0520		Intent: <i>To rezone from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Single Family Residential District) to accommodate a future residential subdivision.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The site for this proposed R-1B district has unique topography that would allow a natural buffer to adjacent industrial zone and use.</i></p> <p><i>The R-1B zone proposal for this area will provide a secluded area for single family home development.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site contains a 100 foot wide powerline easement running parallel to Breckenridge Trace.</i></p> <p><i>A future traffic study will identify any developer-required street upgrades necessary for the use.</i></p>			
Planner:	Ken Weems	Date:	June 8, 2020
Planning Commission Action		Meeting Date:	June 18, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION

ADDRESS	Breckenridge Trace
DISTRICT	14
OVERLAY DISTRICT	Gateway
EXISTING ZONING	M-1R and P-1
PROPOSED ZONING	R-1B
ACRES	40 +/-
EXISTING USE	vacant land
PROPOSED USE	single family development

INTENT

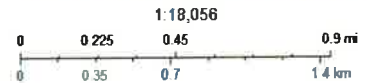
To rezone from M-1R (Light Manufacturing Restricted District) and P-1 (Professional Offices District) to R-1B (Single Family Residential District) to accommodate a future single family residential subdivision.

Vicinity Map
ArcGIS Web Map



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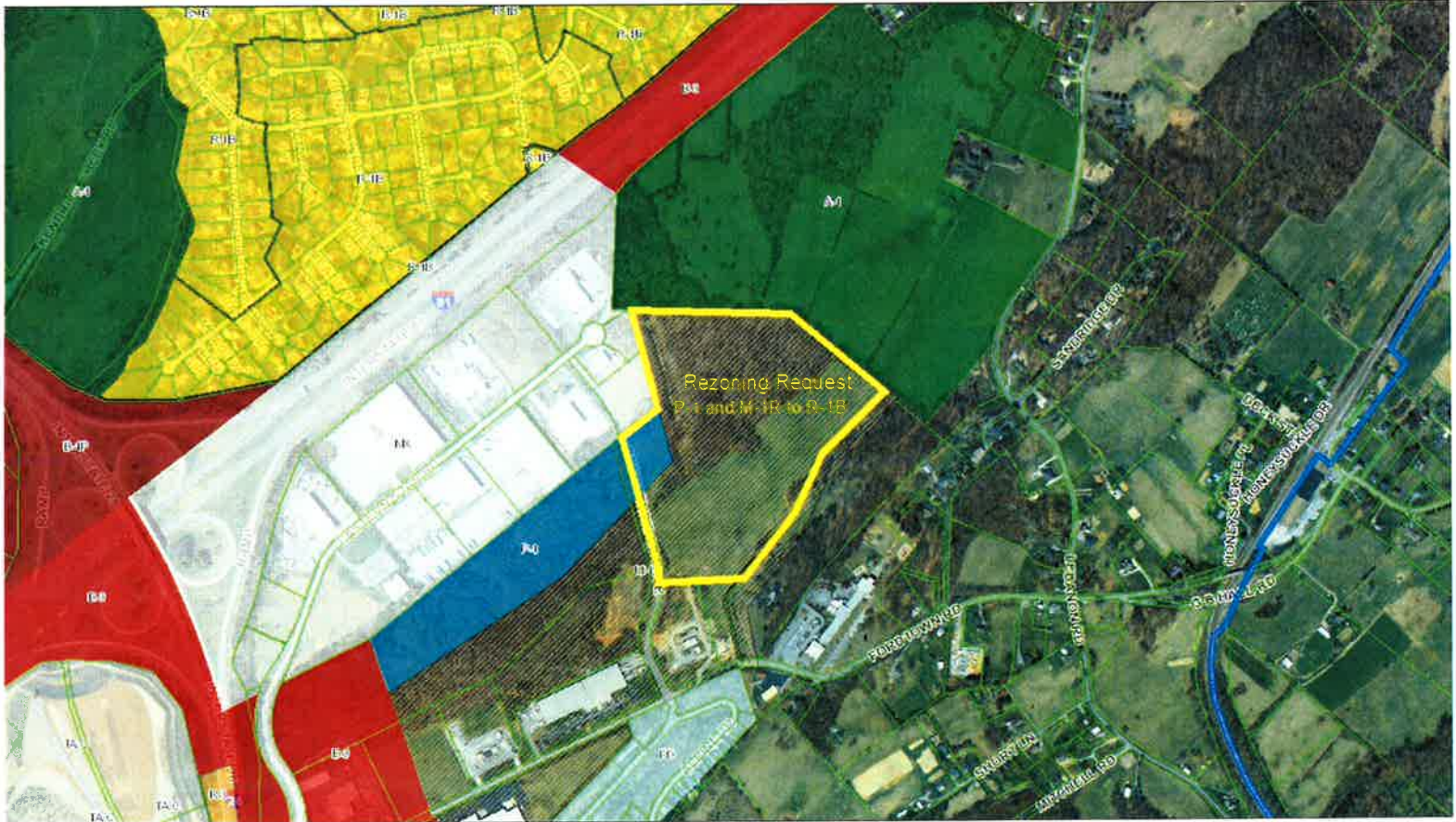
- | | | |
|--------------------------------|-------------------------------|------------|
| Sullivan County Parcels | Street_ROW | River |
| Lake_Pond | Hawkins County Parcels | Street_ROW |
| Parcel_Conflict | Lake_Pond | |
| Parcels | Parcel_Conflict | |
| Railroad_ROW | Parcels | |
| River | Railroad_ROW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



Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map

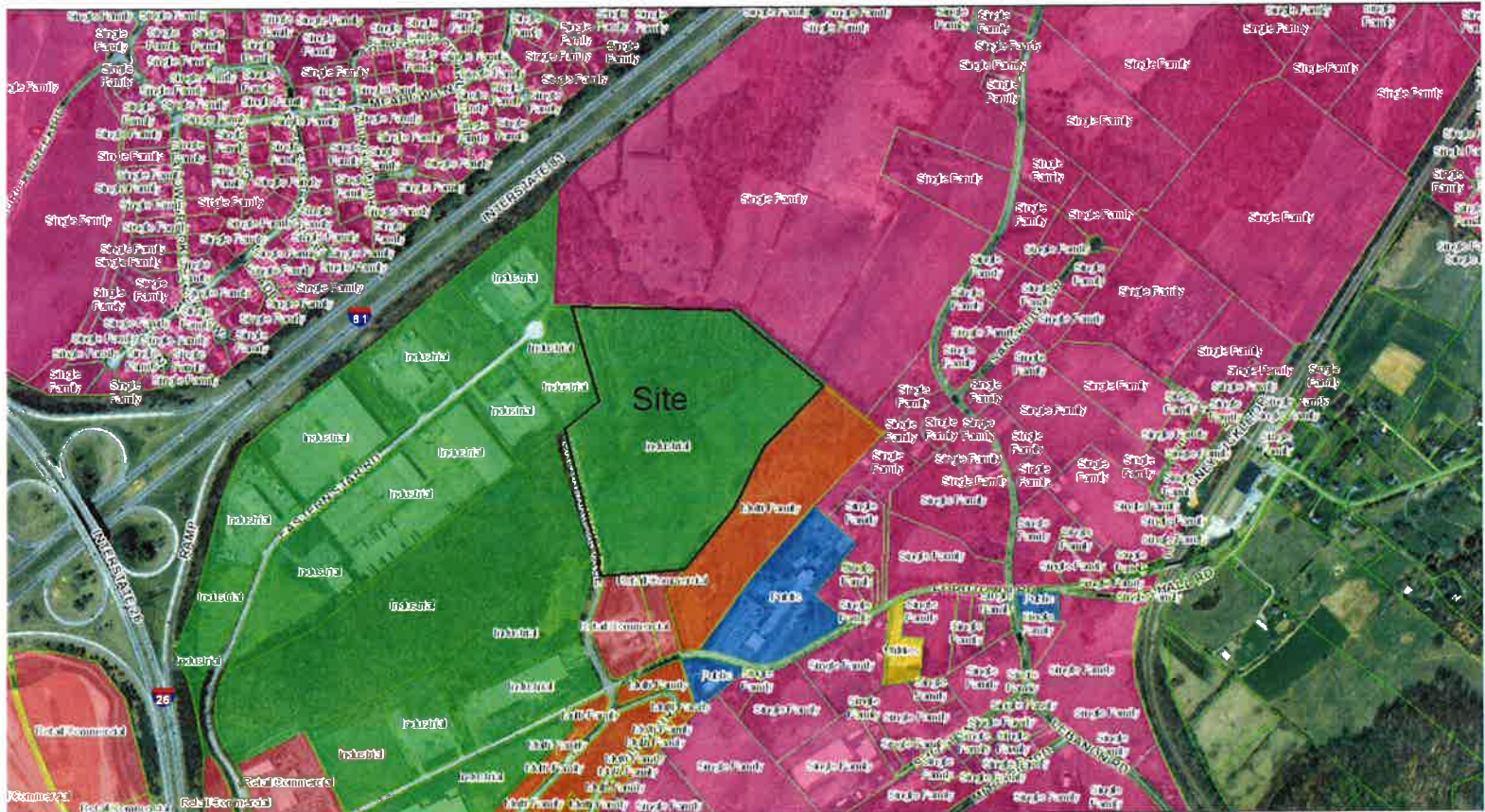


120 9 16:03 AM



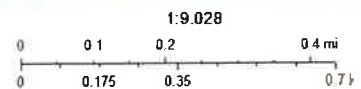
Future Land Use Plan 2030
Designation: Industrial

ArcGIS Web Map



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an County Parcels	Street_ROW	River	Industrial
Lake_Pond	Hawkins County Parcels	Street_ROW	Retail/Commercial
Parcel_Conflict	Lake_Pond	Future Land Use	Public
Parcels	Parcel_Conflict	Agri/Vacant	Utilities
Railroad_ROW	Parcels	Single Family	
River	Railroad_ROW	Multi-Family	



Web AppBuilder for ArcGIS

Aerial

ArcGIS Web Map



5/28/2020, 9:17 23 AM

Sullivan County Parcels
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW
River

Hawkins County Parcels
Street_ROW
Lake_Pond
Parcel_Conflict
Parcels
Railroad_ROW

Legend
Street_ROW
River
Street_ROW
Urban Growth Boundary

19 028
0 0.1 0.2 0.4 mi
0 0.175 0.35 0.7 km

Web AppBuilder for ArcGIS

From Breckenridge Trace Facing South (Toward Fordtown Rd)



From Breckenridge Trace Facing North (Toward Eastern Star Rd)



Existing Vacant Rezoning Site



Existing Uses Location Map



Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City A-1</u> <u>Use: cattle farm</u>	Annexed in 2012
Further North and Northwest	2	<u>Zone: City MX</u> <u>Use: distributing company</u>	n/a
East	3	<u>Zone: City A-1</u> <u>Use: cattle farm</u>	Annexed in 2012
Further East	4	<u>Zone: City M-1R</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City M-1R</u> <u>Use: landscaping business</u>	n/a
Further South	6	<u>Zone: City PD</u> <u>Use: Breckenridge Planned Dev</u>	n/a
West	7	<u>Zone: City M-1R</u> <u>Use: industrial building (former LPI)</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 that can be considered a transition between agricultural to the east, industrial to the north, and commercial to the south.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The results of a pending traffic impact study will identify any necessary improvements to existing streets. The secluded nature of the rezoning site limits impact on adjacent and nearby property.
- 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 proposed residential zone is reasonable as well, with topographic separation existing between the rezoning site and adjacent manufacturing uses.

4. **Whether the proposal is in conformity with the policies and intent of the land use plan?** The R-1B zone does not conform to the future land use plan.

Proposed use: single family residential

The Future Land Use Plan Map recommends industrial 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 conditions of the property, with the isolating terrain features, provide supporting grounds for approval of the site as a single family development.
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.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-1B zone will contain the same use as the nearby Breckenridge Planned Development.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from M-1R and P-1 to R-1B. The proposed R-1B zone and future single family homes on the site will be topographically buffered from adjacent, more land-use intense zones.



AGENDA ACTION FORM

Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 E Market Street

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

Action Form No.: AF-64-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
Staff Work By: Jessica Harmon
Presentation By: Ken Weems

Recommendation:

Approve ordinance vacating a portion of right-of-way adjacent to 628 E Market Street.

Executive Summary:

This is a request to vacate approximately 0.212 acres of right-of-way located adjacent to 628 East Market Street. The requested area is in what was formerly known as Draper Street and is 105 feet in length and 88 feet wide. The purpose of this owner-requested vacating is to allow for the owner to utilize a portion of the right-of-way for an additional area for parking. No utilities are located in this area of request. During their February 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on June 29, 2020.

Attachments:

1. Ordinance
2. Notice of Public Hearing
3. Legal Description
4. Map
5. Staff Report

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



AGENDA ACTION FORM

Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 E Market Street

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

Action Form No.: AF-64-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance vacating a portion of right-of-way adjacent to 628 E Market Street

Executive Summary:

This is a request to vacate approximately 0.212 acres of right-of-way located adjacent to 628 East Market Street. The requested area is in what was formerly known as Draper Street and is 105 feet in length and 88 feet wide. The purpose of this owner-requested vacating is to allow for the owner to utilize a portion of the right-of-way for an additional area for parking. No utilities are located in this area of request. During their February 2020 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the vacating to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on June 29, 2020.

Attachments:

1. Notice of Public Hearing
2. Ordinance
3. Legal Description
4. Map
5. Staff Report

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

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF RIGHT-OF-WAY, FORMERLY KNOWN AS DRAPER STREET, LOCATED ADJACENT TO 628 EAST MARKET STREET SITUATED IN THE CITY, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on February 20, 2020, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants vacating that portion of a right-of-way described herein, nor can any future use of the same for right-of-way purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on February 20, 2020, the Kingsport Regional Planning Commission recommends to the board of mayor and aldermen to vacate for that portion of a right-of-way described herein; and

WHEREAS, a public hearing before the board of mayor and aldermen of the City of Kingsport, Tennessee, was held on the 7th day of July 2020, and notice thereof published in the Kingsport Times-News on the 29th day of June, 2020.

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

SECTION I. The city hereby vacates and closes to public use all of a certain section of right-of-way, formerly known as Draper Street, located adjacent to 628 East Market Street within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

BEGINNING at a point, said point being the northwesterly corner of parcel 6 in common with a 20 foot alley; thence in a southeasterly direction, approximately 88 feet to a point, said point being the easterly edge of right-of-way of the former Draper Street and corner of a 20 foot alley abandoned by ordinance 984; thence in a southwesterly direction along the edge of the former Draper Street right-of-way for 105 feet to a point, said point being the corner of parcel 4 in common with the northerly edge of East Market Street; thence in a northwesterly direction for a distance of 88 feet to a point, said point being the southeastern corner of parcel 6 in common with the northern edge of East Market Street; thence in a northeasterly direction along the former Draper Street right-of-way a distance of 105 feet to a point, said point being the point of BEGINNING, and being a portion of right-of-way formerly called Draper Street as shown on the August 2019 Sullivan County Tax Map.

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: _____

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 July 7, 2020 to vacating of a portion of right-of-way, formerly known as Draper Street. 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, said point being the northwesterly corner of parcel 6 in common with a 20 foot alley; thence in a southeasterly direction, approximately 88 feet to a point, said point being the easterly edge of right-of-way of the former Draper Street and corner of a 20 foot alley abandoned by ordinance 984; thence in a southwesterly direction along the edge of the former Draper Street right-of-way for 105 feet to a point, said point being the corner of parcel 4 in common with the northerly edge of East Market Street; thence in a northwesterly direction for a distance of 88 feet to a point, said point being the southeastern corner of parcel 6 in common with the northern edge of East Market Street; thence in a northeasterly direction along the former Draper Street right-of-way a distance of 105 feet to a point, said point being the point of BEGINNING, and being a portion of right-of-way formerly called Draper Street 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.

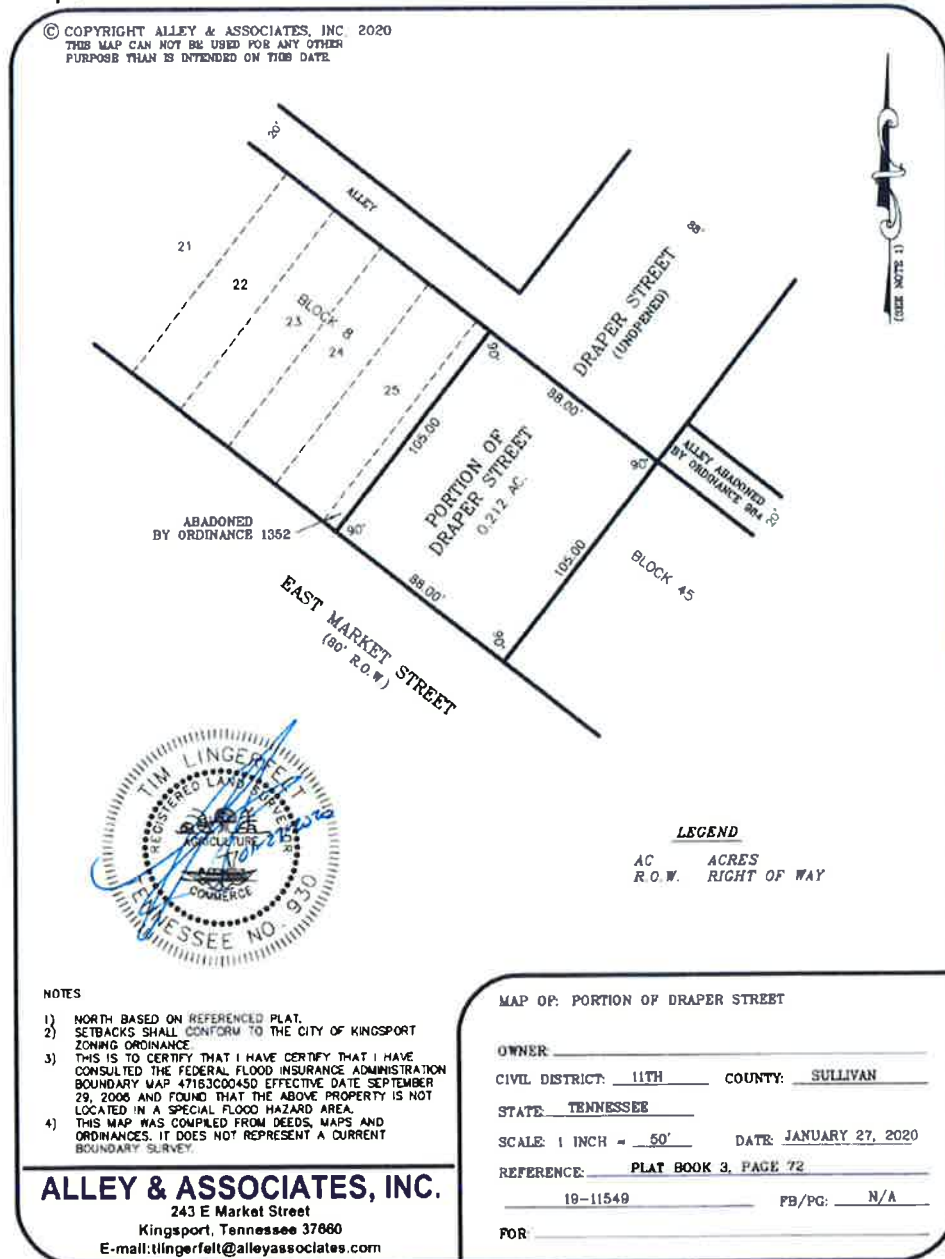
CITY OF KINGSPORT

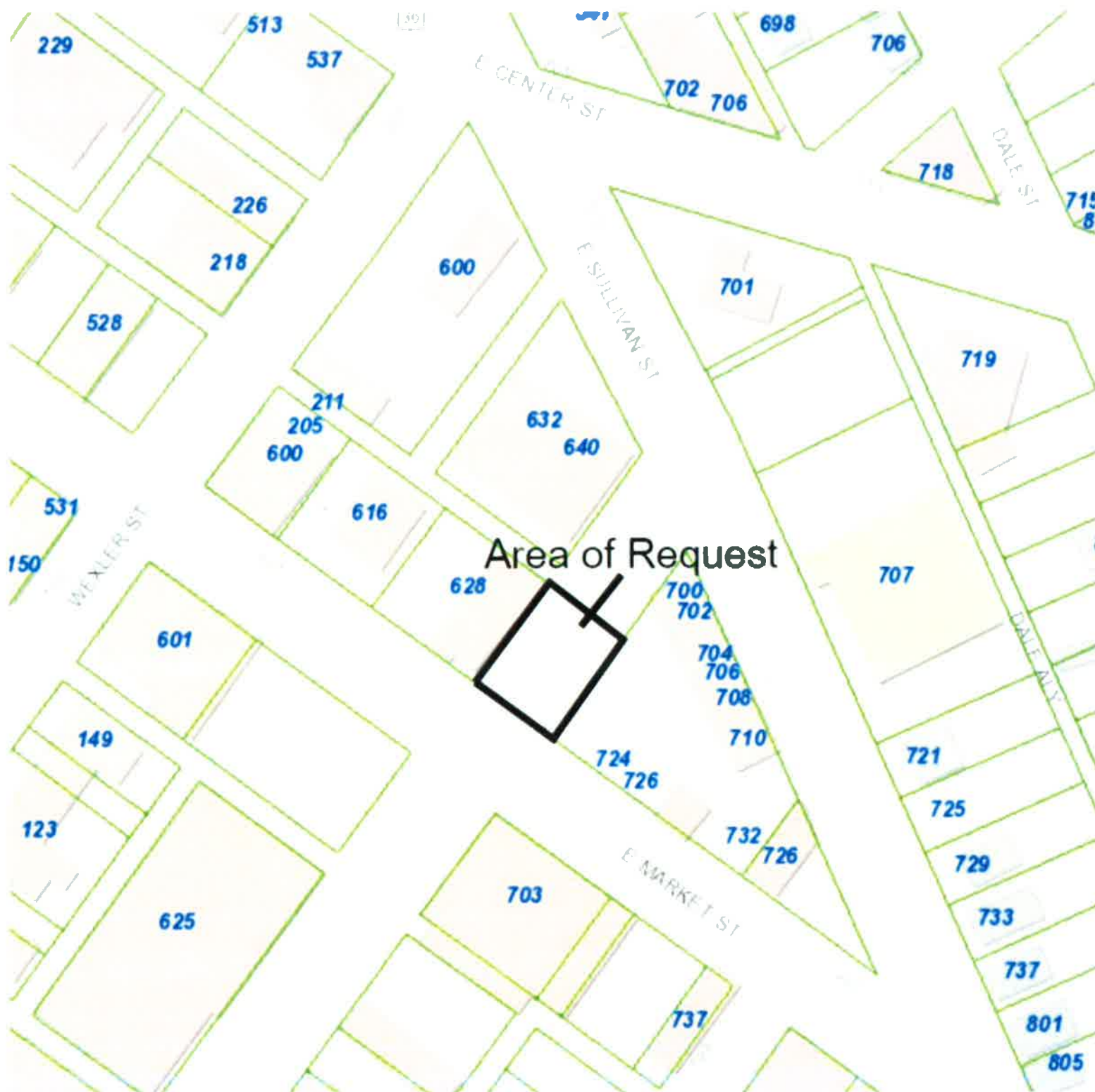
Angie Marshall, Deputy City Recorder

PIT: 6/29/20

Legal Description

BEGINNING at a point, said point being the northwesterly corner of parcel 6 in common with a 20 foot alley; thence in a southeasterly direction, approximately 88 feet to a point, said point being the easterly edge of right-of-way of the former Draper Street and corner of a 20 foot alley abandoned by ordinance 984; thence in a southwesterly direction along the edge of the former Draper Street right-of-way for 105 feet to a point, said point being the corner of parcel 4 in common with the northerly edge of East Market Street; thence in a northwesterly direction for a distance of 88 feet to a point, said point being the southeastern corner of parcel 6 in common with the northern edge of East Market Street; thence in a northeasterly direction along the former Draper Street right-of-way a distance of 105 feet to a point, said point being the point of BEGINNING, and being a portion of right-of-way formerly called Draper Street as shown on the August 2019 Sullivan County Tax Map.





Property Information	Right-of-Way Vacating Portion of Draper Street				
Address	Draper Street				
Tax Map, Group, Parcel	Adjacent to TM 46O Group F Parcel 3				
Civil District	11 th Civil District				
Overlay District	N/A				
Land Use Designation	Retail/Commercial				
Acres	+/- .212				
Applicant #1 Information		Surveyor Information			
Name: Carla Dunn		Name: Alley & Associates, INC			
Address: 628 East Market Street		Address: 243 E. Market Street			
City: Kingsport		City: Kingsport			
State: TN		State: TN			
Zip Code: 37660		Zip Code: 37660			
Email:		Email: tlingerfelt@alleyassociates.com			
Phone Number:		Phone Number: (423) 392-8896			
Planning Department Recommendation					
(Approve, Deny, or Defer)					
<p>The Kingsport Planning Division recommends sending a favorable recommendation to the Kingsport Board of Mayor and Aldermen to vacate a portion of right-of-way formerly known as Draper Street:</p> <ul style="list-style-type: none"> Request reviewed by City and County Departments and Utility Providers 					
Staff Field Notes and General Comments:					
<p>The applicant for this request owns the property adjacent to the subject area at 628 E Market Street. The requested vacating area consists of approximately 0.212 acres and is approximately 105 feet in length and 88 feet wide. The area is part of what was known as Draper Street.</p> <p>The applicant is requesting this vacating to be able to acquire half of the right-of-way in order to add some additional parking for their newly relocated real estate offices. The other adjacent owner was notified of the request, but no word has been received from that owner. The remainder of the right-of-way will be left open to allow an exit from the 20' alley located behind the properties fronting on East Market Street.</p> <p>Both City and County Departments have reviewed this request and see no need to retain this right-of-way. No utilities are located in this area and staff sees no future need to retain this area as right-of-way.</p> <p>Staff recommends sending forward a favorable recommendation to the Kingsport Board of Mayor and Aldermen to vacate a portion of right-of-way formerly known as Draper Street.</p>					
Planner:	Harmon	Date: 2/4/2020			
		Meeting Date:	February 20, 2020		

[illegible]

1:18.056

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

Web App Builder for ArcGIS

Zoning



2/4/2020, 1:21:57 PM

Kpt 911 Address
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



Web AppBuilder for ArcGIS

Future Land Use



2/4/2020, 1:22:37 PM

Kpt 911 Address
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



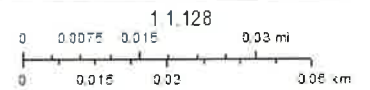
Web AppBuilder for ArcGIS

Aerial w/Utilities



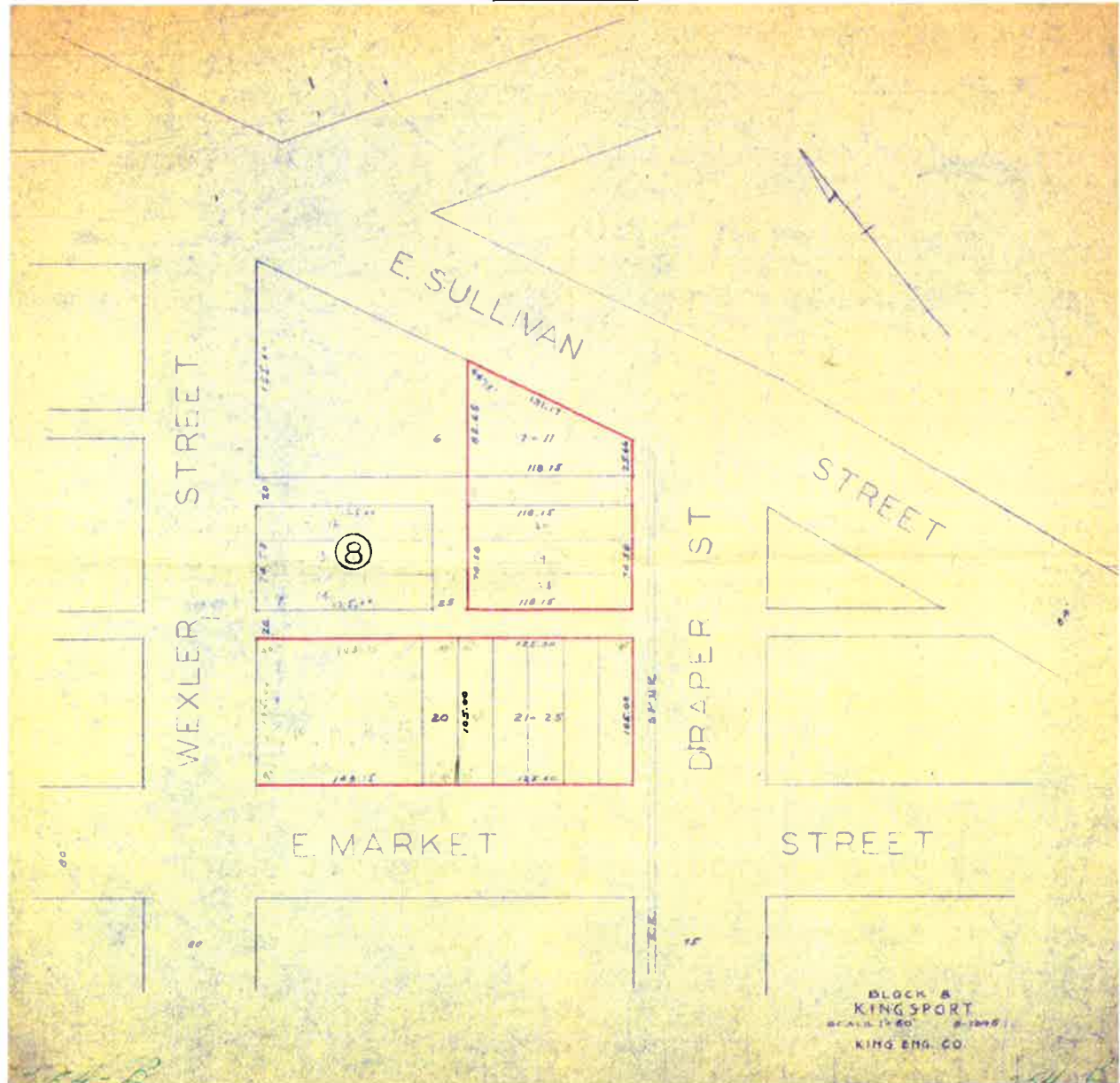
2/4/2020 1:21:21 PM

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



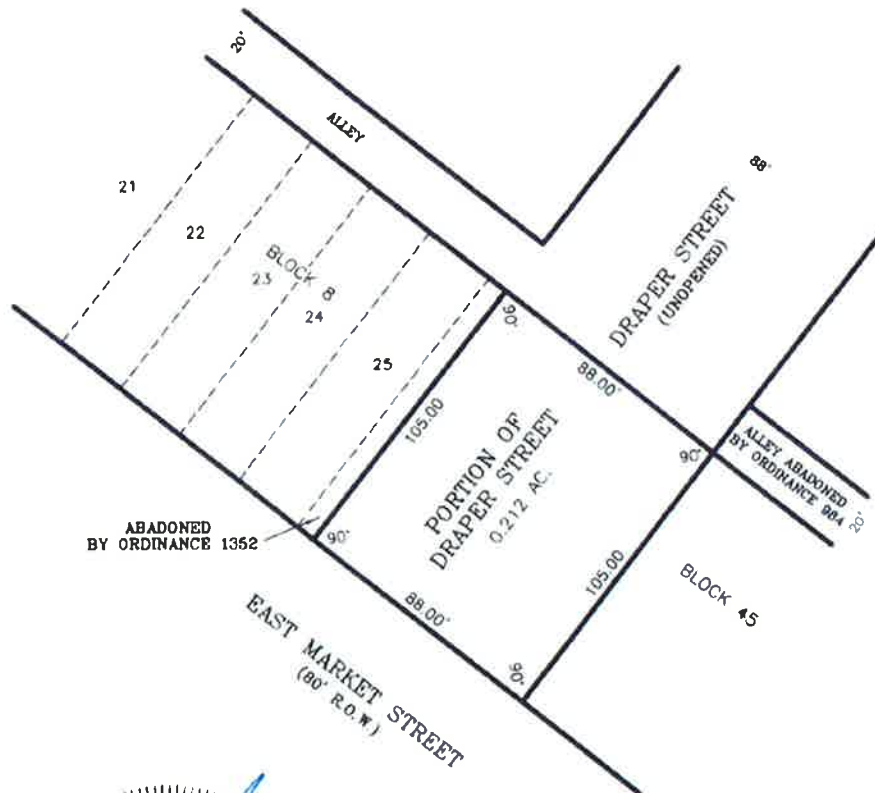
Web AppBuilder for ArcGIS

Original Plat



Area Proposed for Vacating

© COPYRIGHT ALLEY & ASSOCIATES, INC. 2020
THIS MAP CAN NOT BE USED FOR ANY OTHER
PURPOSE THAN IS INTENDED ON THIS DATE



(SEE NOTE 1)

LEGEND

AC ACRES
R.O.W. RIGHT OF WAY

NOTES

- 1) NORTH BASED ON REFERENCED PLAT.
- 2) SETBACKS SHALL CONFORM TO THE CITY OF KINGSFORT ZONING ORDINANCE.
- 3) THIS IS TO CERTIFY THAT I HAVE CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION BOUNDARY MAP 47183C0045D EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 4) THIS MAP WAS COMPILED FROM DEEDS, MAPS AND ORDINANCES. IT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.

ALLEY & ASSOCIATES, INC.

243 E Market Street
Kingsport, Tennessee 37660
E-mail: tlingerfelt@alleyassociates.com

MAP OF: PORTION OF DRAPER STREET

OWNER: _____

CIVIL DISTRICT: 11TH COUNTY: SULLIVAN

STATE: TENNESSEE

SCALE: 1 INCH = 50' DATE: JANUARY 27, 2020

REFERENCE: PLAT BOOK 3, PAGE 72

19-11549 FB/PG: N/A

FOR: _____

View from intersection with East Market St.



RECOMMENDATION:

Staff recommends sending forward a favorable recommendation to the Kingsport Board of Mayor and Aldermen to vacate a portion of right-of-way formerly known as Draper Street.



AGENDA ACTION FORM

Appropriate Funding and a Resolution to Execute all Documents Necessary to Amend and Accept a Section 5339 Capital Grant Amendment for FTA Project Number TN-2016-029 from the U.S. Department of Transportation

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

Action Form No.: AF-189-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
Staff Work By: Chris Campbell
Presentation By: Chris Campbell

Recommendation:

Approve the Ordinance.

Executive Summary:

The Tennessee Department of Transportation (TDOT) has redistributed Federal Transit Administration (FTA) Section 5339 capital funding to the City of Kingsport. This funding will be amended into an existing grant (Project No. TN-2016-029) and utilized to purchase a replacement bus. Funding to fulfill the local match was allotted in the City of Kingsport FY 20 budget.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
Redistributed Funding	\$3,131	\$3,131	\$35,482	\$41,744

Attachments:

1. Ordinance
2. Resolution
3. Allocation Letter

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	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funding and a Resolution to Execute all Documents Necessary to Amend and Accept a Section 5339 Capital Grant Amendment for FTA Project Number TN-2016-029 from the U.S. Department of Transportation

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

Action Form No.: AF-189-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Chris Campbell
 Presentation By: Chris Campbell

Recommendation:

Approve the Ordinance and Resolution.

Executive Summary:

The Tennessee Department of Transportation (TDOT) has redistributed Federal Transit Administration (FTA) Section 5339 capital funding to the City of Kingsport. This funding will be amended into an existing grant (Project No. TN-2016-029) and utilized to purchase a replacement bus. Funding to fulfill the local match was allotted in the City of Kingsport FY 20 budget.

Capital Assistance (85%) Federal; (7.5%) Local; (7.5%) State	Local	State	Federal	Total
Redistributed Funding	\$3,131	\$3,131	\$35,482	\$41,744

Attachments:

1. Ordinance
2. Resolution
3. Allocation Letter

Funding source appropriate and funds are available: *J.M.*

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 THE URBAN MASS TRANSIT CAPITAL/GRANT PROJECT FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO THE TRAN MINI BUSES & VANS PROJECT (FTA029); AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation to the Tran Mini Buses & Vans project (FTA029). The grant is a Federal through State grant requiring a local match. The Federal amount received will increase the budget by \$35,482. The State of Tennessee match will increase the revenue from the state by \$3,131. The local match will increase the revenue from the General Fund by \$3,131.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Capital/Grant Project Fund:123</u>			
<u>Urban Mass Transit Project (FTA235)</u>	\$	\$	\$
<u>Revenues:</u>			
123-0000-331.20-00 Federal Rev/UMTA Section 9	443,603	35,482	479,085
123-0000-332.90-00 State Rev/Dept of Transportation	39,142	3,131	42,273
123-0000-391.01-00 From the General Fund	39,142	3131	42,273
<i>Totals:</i>	521,887	41,744	563,631
<u>Expenditures:</u>			
123-5902-602.90-06 Purchases \$5,000 & Over	521,887	41,744	564,631
<i>Totals:</i>	521,887	41,744	564,631
<u>General Fund: 110</u>			
<u>Expenditures:</u>	\$	\$	\$
110-4804-481.70-13 To UMTA Fund	373,195	3,131	376,326
110-4874-481.74-26 Miscellaneous	140,800	(3,131)	137,669
<i>Totals:</i>	513,995	0	513,995

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.

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:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO AMEND AND RECEIVE A SECTION 5339 CAPITAL GRANT FUNDS AMENDMENT FOR FTA PROJECT NUMBER TN-2016-069 THROUGH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FROM THE FEDERAL TRANSIT ADMINISTRATION

WHEREAS, the Federal Transit Administration has realized excess funds that were allocated to different areas in a 2016 grant project; and

WHEREAS, the Federal Transit Administration, through the Tennessee Department of Transportation, would like to amend the City of Kingsport's 2016 Section 5339 Capital Grant by adding \$41,744.00 which includes a \$3,131.00 local match; and

WHEREAS, this funding will be utilized to purchase a replacement bus, and the funds for the local match are allotted in the City of Kingsport FY 20 budget.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to amend an existing grant (Project No. TN-2016-029) to receive Section 5339 Capital Grant funds in the amount of \$41,744.00 from Federal Transit Administration, through the Tennessee Department of Transportation which includes a \$3,131.00 local match to purchase a replacement bus for the Kingsport Area Transit Service.

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 7th day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615)741-2781

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 25, 2020

RE: FTA Section 5339 Redistribution of FFY2016 Program Allocation

Dear Small Urban Transit Agencies:

TDOT is issuing this revised FFY2016 5339 Program split allocation letter in order to enable Tennessee's small urban agencies to apply directly for 5339 Program funds and to avoid any FFY2016 funds from lapsing. Based on the April 7, 2016 allocation letter, agencies had until September 30, 2018 to notify TDOT of their plans to obligate their FFY2016 allocated funds. One agency confirmed that it would not be obligating FFY2016 funds; therefore, TDOT has redistributed these funds to Kingsport Area Transit Service in the Kingsport UZA, as indicated in the table below. The FFY2016 funds have been redistributed based on director's discretion.

FTA Section 5339 Redistributed FFY2016 Allocation

Urbanized Area	FFY16 Allocation	Amount Redistributed June 25, 2020	New FFY2017 Split Allocation
Bristol	\$35,482.00	-\$35,482.00	\$0.00
Clarksville	\$218,376.00	-	\$218,376.00
Cleveland	\$64,207.00	-	\$64,207.00
Jackson	\$124,764.00	-	\$124,764.00
Johnson City	\$158,259.00	-	\$158,259.00
Kingsport	\$88,091.00	+\$35,482.00	\$123,573
Morristown	\$54,243.00	-	\$54,243.00
Murfreesboro	\$126,203.00	-	\$126,203.00
TOTAL	\$869,625.00	-	\$869,625.00

In order to receive these redistributed FFY2016 5339 funds, the Kingsport Area Transit Service must meet an initial transmittal deadline of **July 3, 2020**. The FFY2016 5339 funds that are not included in a transmitted application by this date will lapse on September 30, 2020 and return to the U.S. Treasury.

As identified in this Split Letter, the Designated Recipient authorizes the assignment/allocation of Section 5339 to the Direct Recipient(s) named herein. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5339 funds and assumes the responsibilities associated with any award for these funds.

If you have any questions, please contact Kaitlyn McClanahan, Grants Administration Supervisor, at kaitlyn.mcclanahan@tn.gov or by phone at (615) 532-5835.

Best regards,



Suzanne Carlson
Director

cc: Dr. Yvette Taylor, FTA Region IV Administrator
Robert Buckley, FTA Region IV Director of Finance & Program Oversight
Larry Sanborn, Multimodal Assistant Director
Kaitlyn McClanahan, Grants Administration Program Supervisor
Jason Spain, TPTA Executive Director
Mike Patterson, TPTA President



AGENDA ACTION FORM

Approve Revisions to Sewer Use Ordinance Section 102-226 (C) Table A. User Discharge Restrictions to Reflect Change to Silver Monthly Average Discharge Limit in Industrial User Local Limits Evaluation

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

Action Form No.: AF-194-2020
Work Session: July 6, 2020
First Reading: July 7, 2020

Final Adoption: **July 21, 2020**
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Monitoring and Management Services, LLC was contracted to evaluate the industrial user discharge limitations (local limits) and plant protection criteria for the City of Kingsport Wastewater Treatment Plant as a part of the plant's NPDES permit renewal process and pretreatment program. Local limits apply to non-domestic dischargers. They are developed to prevent the introduction of pollutants to the wastewater treatment plant that would either interfere with the operation of the WWTP, pass through the plant into the receiving stream, sludge quality protection and worker safety.

Thirty-three pollutants of concern were evaluated. Monthly Average Limits and Daily Maximum Limits for industrial users were calculated for all pollutants of concern. All industrial user local limits, except monthly average limit for silver, were calculated to be greater than the current local limits and recommended to remain at the current concentration. The previous pass through limit issued for silver was a daily maximum and the new pass through silver local limit was not designated as daily maximum. The proposed silver local limit will decrease from 0.23 mg/l to 0.156 mg/l for the monthly average limit due to previous pass through limit identified as daily maximum only. The Industrial User Local Limits was submitted and approved by Tennessee Department of Environment and Conservation.

Attachments:

1. Ordinance
3. Local Limit Revisions

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: *AK*

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



AGENDA ACTION FORM

Approve Revisions to Sewer Use Ordinance Section 102-226 (C) Table A. User Discharge Restrictions to Reflect change to Silver Monthly Average Discharge Limit in Industrial User Local Limits Evaluation

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

Action Form No.: AF-194-2020
Work Session: July 6, 2020
First Reading: July 7, 2020

Final Adoption: July 21, 2020
Staff Work By: Niki Ensor
Presentation By: Ryan McReynolds

Recommendation:

Approve the Ordinance.

Executive Summary:

Monitoring and Management Services, LLC was contracted to evaluate the industrial user discharge limitations (local limits) and plant protection criteria for the City of Kingsport Wastewater Treatment Plant as a part of the plant's NPDES permit renewal process and pretreatment program. Local limits apply to non-domestic dischargers. They are developed to prevent the introduction of pollutants to the wastewater treatment plant that would either interfere with the operation of the WWTP, pass through the plant into the receiving stream, sludge quality protection and worker safety.

Thirty-three pollutants of concern were evaluated. Monthly Average Limits and Daily Maximum Limits for industrial users were calculated for all pollutants of concern. All industrial user local limits, except monthly average limit for silver, were calculated to be greater than the current local limits and recommended to remain at the current concentration. The previous pass through limit issued for silver was a daily maximum and the new pass through silver local limit was not designated as daily maximum. The proposed silver local limit will decrease from 0.23 mg/l to 0.156 mg/l for the monthly average limit due to previous pass through limit identified as daily maximum only. The Industrial User Local Limits was submitted and approved by Tennessee Department of Environment and Conservation.

Attachments:

1. Ordinance
3. Local Limit Revisions

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: *SM*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 102-226(c) RELATING TO RESTRICTIONS ON WASTEWATER STRENGTH; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 102-226(c) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

Sec. 102-226. Restrictions on wastewater strength.

(c) The pollutant limits in table A, user discharge restrictions, as set forth in this subsection, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 102-146, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

<i>Pollutant</i>	<i>Daily Maximum Limit</i>	<i>Monthly Average Limit (mg/l)*</i>
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1,2-	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017
Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9	5.3
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31

Silver (total)	0.23	0.156
Zinc (total)	1.79	1.18
Xylene	0.180	0.120
Hydrogen sulfide	0.5	NA

*Based on 24-hour flow proportional composite samples, if appropriate for parameter.

**Total phthalates is defined as the sum of benzylbutyl phthalate, bis (2 ethylhexyl) phthalate, Di-n-butyl phthalate, and diethylphthalate.

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

PATRICK W. SHULL, Mayor

ATTEST:

SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

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

- (a) *General prohibitions.* No user shall introduce or cause or allow to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. This subsection shall apply to all users of the POTW, whether or not they are subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirements.
- (b) *Specific prohibitions.* No user shall introduce or cause or allow to be introduced into the POTW the following pollutants, substances or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including but not limited to wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21.
 - (2) Pollutants which may cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or greater than or equal to 12.5 standard units, unless the POTW is specifically designed to accommodate such discharges.
 - (3) Solid or viscous pollutants in amounts which may cause obstruction to the flow in the POTW resulting in interference, such as but not limited to grease, garbage, paunch manure, bones, hair from veterinary, animal grooming, slaughterhouses, or animal shelter facilities, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grain, spent hops, wastepaper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuels or lubricating oil, mud or glass grinding or polishing wastes, but in no case solids greater than one-half inch in any dimension.
 - (4) Not to be discharged. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
 - (5) Wastewater having a temperature which will inhibit biological activity in the POTW resulting in interference, but in no case heat, polluted wastewater which causes the temperature at the introduction into the treatment plant to exceed 40 degrees Celsius (104 degrees Fahrenheit), unless the director approves alternate temperature limits.
 - (6) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin, in amounts that will cause interference or pass through.
 - (7) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - (8) Trucked or hauled pollutants, except at discharge points designated by the director.
 - (9) Noxious or malodorous liquids, gases, solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or to prevent entry into the sewers for maintenance or repair.
 - (10) Wastewater which imparts color that cannot be removed by the treatment process to the point of thereby violating the city's NPDES permit.
 - (11)

Wastewater containing radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the director in compliance with applicable state or federal regulations.

- (12) Stormwater, surface water, groundwater, roof runoff, subsurface drainage or uncontaminated noncontact cooling water, unless specifically authorized by the director.
- (13) Sludge, screenings or other residues from the pretreatment of industrial wastes.
- (14) Medical waste, except as specifically authorized by the director in a wastewater discharge permit or notification letter.
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
- (16) Detergents, surface-active agents or other substances which may cause excessive foaming in the POTW.
- (17) Fat, oil or grease of animal or vegetable origin in concentrations greater than 100 mg/l.
- (18) Liquids, solids or gases which because of their nature or quantity are or may be sufficient to cause a fire or explosion hazard or be injurious in any other way to the POTW or to the operation of the system. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the sewer system, be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL).
- (19) Enzymes, hot water, emulsifiers or other agents to cause oil or grease to pass through the user's grease trap or treatment unit designed to remove oil and grease.
- (20) Increased use of process water in an attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards or in any other pollutant-specific limitation developed by the city or state.

(c) *Not to be discharged.* Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(Code 1981, § 26-76; Code 1998, § 106-240; Ord. No. 5949, § V, 4-6-2010)

Sec. 102-226. - Restrictions on wastewater strength.

- (a) No user shall discharge wastewater which exceeds the standards established in Table A, User Discharge Restrictions, as set out in subsection (c), unless an exception is permitted in this article. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered a violation of this article. The director is authorized and has established Local Limits pursuant to Tennessee Rule 0400.40-14-.05(3). The director may develop best management practices (BMPs), in individual wastewater discharge permits, to implement Local Limits and the requirements of section 106-240.

(b)

The director shall monitor the treatment works influent for each parameter in table A, user discharge restrictions, as set out in subsection (c), nondomestic users shall be subject to reporting and monitoring requirements regarding these parameters as set forth in table A, user discharge restrictions, as set out in subsection (c). If the influent at the POTW reaches or exceeds the established allowable loadings for these parameters, the director shall initiate technical studies to determine the cause of the influent violation and shall recommend to the board of mayor and aldermen the necessary remedial measures, including but not limited to establishment of new or revised pretreatment levels for these parameters. The director shall also recommend changes to any of these criteria if the POTW effluent standards are changed, if there are changes in any applicable law or regulation affecting such or if changes are needed for more effective operation of the POTW.

- (c) The pollutant limits in the table A, user discharge restrictions, as set out below, are established to protect against pass through and interference. Unless specifically authorized by the terms of a wastewater discharge permit or special agreement as authorized by section 106-155, no user shall discharge wastewater containing in excess of the following daily maximum or monthly average allowable discharge limits:

Table A. User Discharge Restrictions

Pollutant	Daily Maximum Limit (mg/l)*	Monthly Average Limit (mg/l)*
Ammonia nitrogen (NH ₃ -N)	66.87	25.24
Benzene	0.048	0.032
Carbon tetrachloride	0.468	0.312
Chloroform	1.610	1.074
Trans-1, 2-Dichloroethylene	0.035	0.023
Ethylbenzene	0.122	0.081
Methylene chloride	0.881	0.587
Naphthalene	0.026	0.017

Tetrachloroethylene	0.153	0.102
Toluene	0.248	0.165
1, 1, 1 Trichloroethane	0.410	0.165
Trichloroethylene	0.289	0.193
Total phthalates**	1.301	0.867
Arsenic (total)	1.13	0.75
Cadmium (total)	0.12	0.08
Chromium (total)	3.68	2.43
Copper (total)	1.62	1.07
Cyanide (total)	0.52	0.35
Lead (total)	1.06	0.71
Mercury (total)	0.0126	0.0084
Molybdenum (total)	7.9	5.3
Nickel (total)	1.97	1.30
Phenols (total)	0.70	0.46
Selenium (total)	3.46	2.31
Silver (total)	0.23	0.23 ← 0.156
Zinc (total)	1.79	1.18
Xylene	0.180	0.120



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-191-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
Staff Work By: Morris
Presentation By: McCartt

Recommendation:

Approve the Ordinance.

Executive Summary:

That the General Project Fund budget be amended by transferring \$110,000 from the General Projects project (GP1750) to the Cement Hill Pump Track project (GP2037).

That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the State of Tennessee in the amount of \$1,063 to the Library Technology project (NC2018), and by appropriating federal grant funds received from Sullivan County in the amount of \$475 to the FM Diabetes Grant project (NC2023).

That the Community Development Block Capital/Grant Fund budget be amended by appropriating grant funds received from the CARES Act in the amount of \$249,332 to the CDBG CARES project (CD2036).

That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the CARES Act in the amount of \$1,203,985 to the Transit CARES project (FTA022).

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

Budget Adjustment Ordinance for Various Funds in FY20

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

Action Form No.: AF-191-2020
 Work Session: July 6, 2020
 First Reading: July 7, 2020

Final Adoption: July 21, 2020
 Staff Work By: Morris
 Presentation By: McCartt

Recommendation:

Approve the Ordinance.

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That the General Project Fund budget be amended by transferring \$110,000 from the General Projects project (GP1750) to the Cement Hill Pump Track project (GP2037).

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That the Community Development Block Capital/Grant Fund budget be amended by appropriating grant funds received from the CARES Act in the amount of \$249,332 to the CDBG CARES project (CD2036).

That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the CARES Act in the amount of \$1,203,985 to the Transit CARES project (FTA022).

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO.

AN ORDINANCE TO 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 transferring \$110,000 from the General Projects project (GP1750) to the Cement Hill Pump Track project (GP2037).

SECTION II. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the State of Tennessee in the amount of \$1,063 to the Library Technology project (NC2018), and by appropriating federal grant funds received from Sullivan County in the amount of \$475 to the FM Diabetes Grant project (NC2023).

SECTION III. That the Community Development Block Capital/Grant Fund budget be amended by appropriating grant funds received from the CARES Act in the amount of \$249,332 to the CDBG CARES project (CD2036).

SECTION IV. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the CARES Act in the amount of \$1,203,985 to the Transit CARES project (FTA022).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Project Fund: 311</u>			
<u>General Projects (GP1750)</u>			
<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	496,437	(110,000)	386,437
311-0000-368.21-01 Premium From Bond Sale	12,782	(8,624)	4,158
311-0000-391.01-00 From General Fund	67,354	0	67,354
Totals:	601,573	(118,624)	482,949
<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	(4,961)	5,039
311-0000-601.90-03 Improvements	545,736	(113,663)	432,073
Totals:	601,573	(118,624)	482,949

Cement Hill Pump Track (GP2037)**Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	110,000	110,000
311-0000-368.21-01 Premium From Bond Sale	0	8,624	8,624
Totals:	0	118,624	118,624

Expenditures:

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	118,624	118,624
Totals:	0	118,624	118,624

Account Number/Description:**General Projects-Special Revenue Fund: 111**
Library Technology (NC2018)**Revenues:**

	\$	\$	\$
111-0000-337.41-01 Technology Grants	0	1,643	1,643
Totals:	0	1,643	1,643

Expenditures:

	\$	\$	\$
111-0000-601.30-10 Office Supplies	0	1,643	5,100
Totals:	0	1,643	5,100

FM Diabetes Grant (NC2023)**Revenues:**

	\$	\$	\$
111-0000-368.99-00 Miscellaneous	0	475	475
Totals:	0	475	475

Expenditures:

	\$	\$	\$
111-0000-601.20-99 Miscellaneous	0	475	5,100
Totals:	0	475	5,100

Account Number/Description:**Community Development Grant Fund: 124**
CDBG CARES (CD2036)**Revenues:**

	\$	\$	\$
124-0000-331.10-00 Community Development	0	249,332	249,332
Totals:	0	249,332	249,332

Expenditures:

	\$	\$	\$
124-0000-603.40-23 Grants	0	249,332	249,332
Totals:	0	249,332	249,332

Account Number/Description:
Urban Mass Transit Fund: 123
Transit CARES (FTA022)

Revenues:

123-0000-332.90-00 Dept of Transportation

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$	\$	\$
0	1,203,985	1,203,985
0	1,203,985	1,203,985

Expenditures:

123-0000-602.90-06 Purchases \$5,000 & Over

Totals:

\$	\$	\$
0	1,203,985	1,203,985
0	1,203,985	1,203,985

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

Amend Lease Agreements with Various Not-For Profit Entities to Extend the Term, and to Permit Termination for Convenience

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

Action Form No.: AF-173-3030
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Frazier/Rowlett
 Presentation By: Kitty Frazier

Recommendation:

Approve the Resolution.

Executive Summary:

The city currently leases space in the V.O. Dobbins, Sr. Complex to 11 not-for profit entities. These leases will expire in the coming months. The leases with United Way of Greater Kingsport, Palmer Center Foundation, Sons and Daughters of Douglass, Inc., Intercity Ballet Theatre, Mountain Region Speech and Hearing Center, Inc., ALS Association Tennessee Chapter, Contact 211 of Northeast Tennessee, Inc., American Legion Hammond Post 3, Big Brothers Big Sisters of East Tennessee, and Tri-Cities Affiliate of the Susan G. Komen Foundation will be amended on identical terms.

The amended terms are extension of the lease term for three (3) years, and for termination for convenience by the city (all tenants are granted the right to terminate for convenience under the original lease). All other terms of the original lease and any prior amendments thereto shall remain in full force and effect.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO LEASES BETWEEN THE CITY OF KINGSPORT AND TEN NOT-FOR PROFIT ENTITIES CURRENTLY LEASING SPACE AT THE V.O. DOBBINS SENIOR CENTER AND TO EXTEND THE TERM, AND TO PERMIT TERMINATION FOR CONVENIENCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the city has leases with eleven not-for profit entities for space in the V. O. Dobbins Sr. Complex; and

WHEREAS, most of those leases will expire in the coming months the city desires to extend those leases for an additional three (3) years; and

WHEREAS, the amendment extends the term of the lease, and allows either party to terminate the lease for convenience; and

WHEREAS, except as amended, all other terms and conditions of the leases shall remain in full force and effect; and

WHEREAS, the amendment to the lease will be effective August 1, 2020.

Now therefore,

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

SECTION I. That an Amendment Number 1 to the leases with United Way of Greater Kingsport, Palmer Center Foundation, Sons and Daughters of Douglass, Inc., Intercity Ballet Theatre, Mountain Region Speech and Hearing Center, Inc., ALS Association Tennessee Chapter, Contact 211 of Northeast Tennessee, Inc., American Legion Hammond Post 3, and Big Brothers Big Sisters of East Tennessee that extends the term for an additional three (3) years, and permits termination for convenience by either party, 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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 1 to the leases with United Way of Greater Kingsport, Palmer Center Foundation, The Sons and Daughters of Douglass, Inc., Intercity Ballet Theatre, Mountain Region Speech and Hearing Center, Inc., ALS Association Tennessee Chapter, Contact 211 of Northeast Tennessee, Inc., American Legion Hammond Post 3, and Big Brothers Big Sisters of East Tennessee, 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 generally being as follows:

AMENDMENT NUMBER 1 TO LEASE

This Amendment Number 1 to the Lease between City of Kingsport, Tennessee and _____ is made with an effective date of August 1, 2020 by the City of Kingsport, Tennessee and _____.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended for a period of three (3) years from the effective date of this Amendment Number 1 to the Lease, with such rights of termination as are expressly set forth in the Lease and this Amendment Number 1."

2. That section 10.4. of the Lease is amended by adding the following "In addition to the termination rights otherwise set forth in this Lease Landlord may terminate this Lease for its convenience at any time by giving written notice to Tenant at least thirty (30) days prior to the date when such termination becomes effective."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 with the effective date of August 1, 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 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 an Amendment Number 3 to the lease with Tri-Cities Affiliate of Susan G. Komen Breast Cancer Foundation that extends the term for an additional three (3) years, and permits termination for convenience by either party, 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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 1 to the lease with Tri-Cities Affiliate of Susan G. Komen Breast Cancer Foundation, 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:

AMENDMENT NUMBER 3 TO LEASE

This Amendment Number 3 to the Lease between City of Kingsport, Tennessee and Tri-Cities Affiliate of Susan G. Komen Breast Cancer Foundation is made with an effective date of August 1, 2020 by the City of Kingsport, Tennessee and Tri-Cities Affiliate of Susan G. Komen Breast Cancer Foundation.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended for a period of three (3) years from the effective date of this Amendment Number 1 to the Lease, with such rights of termination as are expressly set forth in the Lease and this Amendment Number 1."

2. That section 10.4. of the Lease is amended by adding the following "In addition to the termination rights otherwise set forth in this Lease Landlord may terminate this Lease for its convenience at any time by giving written notice to Tenant at least thirty (30) days prior to the date when such termination becomes effective."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 3 with the effective date of August 1, 2020.

[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 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 VII. 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 VIII. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of July, 2020

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Amend the Lease Agreement with Upper East Tennessee Human Development Agency Extend the Term, Permit Termination for Convenience, and Specify Tenant's Obligation to Provide for Necessary Cleaning of the Premises

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

Action Form No.: AF-172-2020
Work Session: July 20, 2020
First Reading: N/A

Final Adoption: July 21, 2020
Staff Work By: Frazier/Rowlett
Presentation By: Kitty Frazier

Recommendation:

Approve the Resolution.

Executive Summary:

The city and Upper East Tennessee Human Development Agency desire to amend the lease agreement between the parties for space in the V.O. Dobbins, Sr. Complex. Currently the lease is set to expire on September 1, 2020. Amendment Number 2 extends the lease term for five (5) years with the option to extend for an additional five (5) year term, permits termination for convenience by the city as Upper East Tennessee Human Development Agency is granted the right under the lease, and specifies that Upper East Tennessee Human Development Agency is responsible for cleaning the leased premises. All other terms of the original lease and amendment number one thereto shall remain in full force and effect.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO A LEASE BETWEEN THE CITY OF KINGSPORT AND UPPER EAST TENNESSEE HUMAN DEVELOPMENT AGENCY TO EXTEND THE TERM OF THE LEASE, PERMIT TERMINATION FOR CONVENIENCE, AND SPECIFY TENANT'S OBLIGATION TO PROVIDE FOR NECESSARY CLEANING OF THE PREMISES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, on September 7, 2010, the board approved a lease with Upper East Tennessee Human Development Agency (UETHDA) for space in the V. O. Dobbins Sr. Complex; and

WHEREAS, on October 2, 2012, the board approved an amendment to the lease that reduced the square footage of the leased premises from 28,104 square feet to 27,692 square feet and correspondingly reduced the monthly lease payment; and

WHEREAS, the lease will expire on September 1, 2020; and

WHEREAS, the city and UETHDA desire to extend the lease for an additional five (5) years with the option to renew for an additional five (5) years; and

WHEREAS, the amendment will allow either party to terminate the lease for convenience; and

WHEREAS, the amendment specifies UETHDA is responsible for cleaning the leased premises; and

WHEREAS, the amendment to the lease will be effective August 1, 2020.

Now therefore,

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

SECTION I. That Amendment Number 2 to the lease with the Upper East Tennessee Human Development Agency (UETHDA) that extends the term of the lease for an additional five (5) years with the option to renew, permits termination for convenience by either party, and specifies UETHDA's obligation to clean the leased premises 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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 2 to Lease with Upper East Tennessee Human Development Agency (UETHDA), 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:

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee and Upper East Tennessee Human Development Agency is made with an effective date of August 1, 2020 by the City of Kingsport, Tennessee and Upper East Tennessee Human Development Agency.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 2.C. of the Lease is amended by deleting the word "*custodial*" from the second sentence to thereafter read "Payment amounts are calculated on square foot costs for water, electrical/gas, FF&E/Maintenance, and reimbursement may increase during the term of this Lease pursuant to Sections 4 and 8 herein."

2. That section 4. of the Lease is amended to include the following "The Lease shall be extended for a period of five (5) years from the effective date of Amendment Number 2 to the Lease, with such rights of termination as are expressly set forth in the Lease and Amendment Number 2 and that prior to the termination or expiration of the five (5) year period commencing on the effective date of Amendment Number 2 the parties may extend the Lease by mutual agreement on terms agreeable to both parties for one (1) period of up to five (5) years beyond the extension."

3. That section 10.4. of the Lease is amended by adding the following "In addition to the termination rights otherwise set forth in this Lease Landlord may terminate this Lease for its convenience at any time by giving written notice to Tenant at least thirty (30) days prior to the date when such termination becomes effective."

4. That section 11. of the Lease is amended by changing the last sentence to read "Tenant shall maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, and shall either delegate janitorial duties to existing employees, employ designated janitorial staff, or secure the necessary janitorial service to satisfy Tennant's obligation as set forth herein."

Except as amended hereby, all other terms and conditions of the Lease and Amendment Number 1 to the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 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 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 21st day of July, 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, Lease Agreement with and Property Donation from Kingsport Power Company for a New Tower on Bays Mountain

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

Action Form No.: AF-176-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Ken Weems and Rob Cole
 Presentation By: Ken Weems

Recommendation:

Approve the Resolution.

Executive Summary:

Staff worked with AEP and the Bays Mountain Commission for the last 2 years to assist in locating a new tower site that will contain a new AEP emergency communications tower. The new site is a vacant tower pad that already exists on Bays Mountain. The current site of the existing AEP tower is proposed to be donated to the City, with the existing tower being removed. The new 350' self-supporting tower will allow AEP to upgrade their emergency communications network to better serve our area. During their June 2020 regular meeting, the Bays Mountain Park Commission voted to send a favorable recommendation to the Board in support of the MOU, lease agreement, and property donation.

Attachments:

1. Resolution (includes MOU, Lease Agr., Property Donation Quitclaim Deed)
2. Vetting Timeline
3. Map, Graphic, and Pictures

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING, LEASE AGREEMENT, AND QUIT CLAIM DEED BETWEEN THE CITY OF KINGSPORT TENNESSEE AND THE KINGSPORT POWER COMPANY

WHEREAS, the Kingsport Power Company wants to build a new emergency communications tower on Bays Mountain; and

WHEREAS, during its June, 2020 regular meeting, the Bays Mountain Park Commission approved the memorandum of understanding, lease agreement, and the quitclaim deed and voted to send a favorable recommendation to the board of mayor and aldermen in support of the memorandum of understanding, lease agreement, and property donation; and

WHEREAS, the existing Kingsport Power Company emergency communications tower will be removed from its current site and the property conveyed to the city by quit claim deed; and

WHEREAS, the Bays Mountain Park Commission has agreed that a lease for a new site located on Bays Mountain for a new Kingsport Power Company emergency communications tower for one dollar is appropriate; and

WHEREAS, the term of the lease for the new site is for a twenty year period with two automatic ten year renewals.

Now therefore,

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

SECTION I. That a Memorandum of Understanding with Kingsport Power Company for a new emergency communications tower on Bays Mountain is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Kingsport Power Company for a new emergency communications tower on Bays Mountain 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:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into as of the later of the signature dates below (the "Effective Date"), by and between **Kingsport Power Company**, a Virginia corporation ("Kingsport Power"), whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, and **City of Kingsport** (the "City"), whose principal business address is 225 West Center Street, Kingsport, Tennessee 37660.

Background

Kingsport Power is the owner of approximately 1.15 acres of real property located in Sullivan County, Tennessee, as further described and/or depicted on Exhibit A attached thereto, on which Kingsport Power owns and operates a telecommunications site (the "Tower Property").

The City is the owner of approximately 0.488 acres of real property in Sullivan County, Tennessee, as further described and/or depicted on Exhibit B attached thereto (the "City Property").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City and Kingsport Power shall enter into a lease pursuant to which Kingsport Power will lease the City Property for an initial term of twenty (20) years with two (2) renewal options of ten (10) years each (the "Lease Term"). The rent for the Lease Term shall be \$1.00. The form of Lease is attached hereto as Exhibit C; provided, however, it is subject to the approval of the Bays Mountain Park Commission.

2. After Kingsport Power has constructed and/or fully installed its telecommunications equipment on the City Property and removed its equipment from the Tower Property, Kingsport Power shall donate the Tower Property to the City for no additional consideration. The form of the Deed is attached hereto as Exhibit D. The donation of the Kingsport Property is subject to the approval of the parent company of Kingsport Power.

3. Kingsport Power, its employees and agents shall have the right to enter upon the City Property at reasonable times to survey and inspect the City Property, as Kingsport Power may deem necessary or advisable to determine the suitability of the City Property for Kingsport Power's intended purposes. Kingsport Power shall be entitled to conduct a title examination, such environmental assessments, site surveys, inspections and other engineering and environmental tests on the City Property as Kingsport Power deems necessary, including without limitation, the right to make land and topographic surveys, core drillings, soil and water tests, engineering tests, communications studies. The cost of such assessments, surveys, inspections and tests shall be borne solely by Kingsport Power. If Kingsport Power determines that (i) title to the City Property is not marketable or it contains encumbrances which are not acceptable to Kingsport Power; (ii) the City Property is not suited to use for Kingsport Power's purposes; or (iii) Kingsport Power cannot obtain a required approval, license or permit, then Kingsport Power, in its sole discretion, may terminate this MOU.

4. This MOU shall be governed by the laws of the state of Tennessee.

5. The parties hereto warrant to each other that they have full capacity, power and authority to enter into and perform this MOU according to its terms. This MOU may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. The signature of any party transmitted by facsimile, pdf or other electronic means will be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives effective as of the last date written below.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV That a Lease Agreement with Kingsport Power Company for a new emergency communications tower on Bays Mountain 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 Agreement with Kingsport Power Company for a new emergency communications tower on Bays Mountain 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:

LEASE AGREEMENT

This Lease Agreement (this "**Agreement**") by and between City of Kingsport, whose address is 225 West Center Street, Kingsport, Tennessee 37660. ("**Landlord**"), and Kingsport Power Company, a Virginia corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215 ("**Tenant**") is effective as of the latter of the signature dates below (the "**Effective Date**").

Background Information

Landlord owns or controls certain real property consisting of approximately 0.488 acres, as further described and/or depicted on Exhibit 1, together with all rights and privileges arising in connection

therewith, located at in the County of Sullivan, State of Tennessee (collectively, the "**Property**"). Tenant desires to use the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use the Property in accordance with this Agreement.

The parties hereto agree as follows:

1. **Lease.** Landlord hereby leases to Tenant the Property for the placement of Tenant's Facilities (as defined below).

During the Term, Tenant and its employees, agents, engineers, surveyors, contactors, representatives, tenants, licensees, successors and assigns will have the right to enter upon the Property to inspect, examine, sample and conduct tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate by Tenant for its use of the Property (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise take such action necessary for Tenant to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use (as defined below), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

2. **Permitted Use.** Tenant may use the Property for the installation, construction, maintenance, operation, repair, replacement, relocation, protection, inspection, removal and upgrade of communication fixtures and related equipment, cables, accessories and improvements, which may include a tower, suitable support structure, associated antennas, equipment shelters, buildings or cabinets, generators, utility and/or fiber lines, and any other items necessary to the successful and secure use of the Property, including but not limited to any other equipment as Tenant may deem appropriate for the above-stated purposes (collectively, the "**Facilities**") and any other items necessary to the successful and secure use of the Property (collectively, the "**Permitted Use**"). Notwithstanding the foregoing, in no event may any tower constructed exceed 350 feet in height.

3. **Term.** The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue for a term of twenty (20) years expiring on the twentieth anniversary of the Effective Date. Provided Tenant is not in default hereunder, this Agreement will automatically renew for two (2) additional ten (10) year terms (each an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term. If Tenant remains in possession of the Property after the termination of this Agreement, then Tenant will be deemed to be occupying the Property on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement. The Initial Term, any Extension Terms and any Holdover Term are collectively referred to as the "**Term**."

4. **Rent.** Tenant shall pay rent in the amount of One and No/100 Dollars (\$1.00) (the "**Rent**") to Landlord.

5. **Termination.** This Agreement may be terminated, without penalty or further liability, by Tenant (i) on thirty (30) days prior written notice, if Landlord remains in default hereunder after the applicable cure periods; (ii) upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any Government Approval or if Tenant determines, in its sole discretion, that the cost of or delay in obtaining or retaining the same is commercially unreasonable; or (iii) upon sixty (60) days' prior written notice to Landlord for any reason or no reason.

6. **Approvals.** Landlord agrees that Tenant's ability to use the Property is contingent upon the suitability of the Property and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Property, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees, at Tenant's sole cost and expense to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Property will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

7. **Access.** Landlord shall provide Tenant and its employees, agents, contractors and representatives access to the Property twenty four (24) hours a day, seven (7) days a week. Landlord grants to Tenant, its employees, agents, contractors and representatives a right of ingress and egress over the Property for the purpose of delivering utilities both above and below ground and ingress and egress to the Property. Tenant shall be solely responsible for and promptly pay all utility charges for electricity, telephone service or any other utility used or consumed by Tenant upon the Property.

8. **Indemnification, Limitation of Liability and Damages.**

A. To the fullest extent permitted by applicable law, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Facilities or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or contractors.

B. To the fullest extent permitted by applicable law, and subject as applicable to Landlord's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or contractors. No provision of this Agreement shall act or be deemed a waiver by Landlord of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

C. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

9. **Taxes.** Landlord is exempt from real property taxes and any real property taxes assessed would be due to Tenant's use of the Property. Accordingly, Tenant shall pay, when due, all real property taxes for the Property. Additionally, Tenant shall pay in full any taxes directly attributable to its leasehold improvements and/or the presence or installation of the Facilities on the Property, either directly to the applicable taxing authority or within thirty (30) days following presentation of invoice(s) for same by Landlord. Landlord hereby grants to Tenant the right to challenge, whether in a court, administrative proceeding, or other venue, any personal property tax assessment for which Tenant is liable. If Landlord receives notice of any personal property tax assessment against Landlord, which may impact Tenant, Landlord shall provide timely notice of the assessment to Tenant, sufficient to allow Tenant to consent to or challenge such assessment.

10. **Personal Property.** The Facilities shall remain the personal property of Tenant and no part of the Facilities constructed, erected or placed by Tenant upon the Property shall become, or is to be considered as a fixture being affixed to or a part of, Landlord's real estate, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of the parties that all improvements of every kind and nature constructed, erected or placed by Tenant upon the Property shall be and remain the property of Tenant. Landlord waives any lien rights it may have concerning the Facilities which are deemed Tenant's personal property and not fixtures, and Tenant shall have the right to remove the same at any time without Landlord's consent.

11. **Default and Right to Cure.** The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide access to the Property within seventy-two (72) hours after notice of such failure; or (ii) Landlord's failure to perform any other term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Landlord remains in default beyond any applicable cure period, Tenant will have: (a) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (b) any and all other rights available to it under law and equity.

12. **Assignment and Subletting; Sale.** Other than to an affiliate of Tenant, Tenant may not assign this Agreement or sublet any portion of Premises or its interest hereunder, in whole or in part, without Landlord's consent. If Landlord decides to transfer all or any part of the Property, Landlord shall promptly notify Tenant in writing, and such sale or transfer shall be subject to this Agreement and Tenant's rights hereunder.

13. Removal of Facilities. Tenant shall remove the Facilities from the Property within one hundred eighty (180) days after the expiration or earlier termination of this Agreement. In performing such removal, Tenant shall restore the Property to substantially as good a condition as it was prior to the installation or placement of the Facilities, reasonable wear and tear and casualty beyond Tenant's control excepted. Tenant shall not be required to remove any foundations or underground utilities installed upon the Property.

14. Environmental. Landlord represents and warrants that to Landlord's knowledge (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

To the fullest extent permitted by applicable law, Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations hereunder. To the fullest extent permitted by applicable law, Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omission of Landlord during the Term. To the fullest extent permitted by applicable law, Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority, and these provisions shall survive the expiration or termination of this Agreement. Any hold harmless or indemnifications by Landlord are subject as applicable to Landlord's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. No provision of this Agreement shall act or be deemed a waiver by Landlord of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

15. Waiver. The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude such party from exercising its rights or remedies hereunder, at law or in equity.

16. Notices. Any and all written communications required or permitted hereunder shall be in writing and hand delivered or sent via first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

To Tenant:

Kingsport Power Company
Attn: Real Estate Asset Management
1 Riverside Plaza, 16th Floor
Columbus, Ohio 43215

To Landlord:

City of Kingsport

Attn: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

17. Condemnation. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within three (3)

days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Facilities, moving expenses, and business dislocation expenses.

18. **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, or thereafter upon request by a party, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit 2 attached hereto. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

19. **No Joint Venture.** Nothing in this Agreement is intended to, or shall be deemed to, constitute a joint venture, a partnership or agency between Tenant and Landlord.

20. **Survivability and Severability.** Neither termination nor cancellation of this Agreement or any authorization granted hereunder shall be deemed to relieve either party of any obligations that by their nature survive such termination or cancellation, including but not limited to all indemnification obligations. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

21. **Interpretation.** This Agreement shall be governed by the laws of the state in which the Property is located, without regard to conflicts of law.

22. **Headings.** Section headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

23. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. The signature of any party transmitted by facsimile, pdf or other electronic means will be deemed to be an original signature for all purposes. Either party may execute this Agreement by electronic means.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matter of the Property and supersedes any prior or contemporaneous agreement or understanding between them. No course of performance, usage of trade or course of dealing shall be relevant to supplement or explain any term or condition in this Agreement. This Agreement may not be modified or amended nor may any obligation of either party be modified, changed or discharged except in writing signed by a duly authorized officer or employee of each party.

25. **Quiet Possession.** Landlord represents and warrants to Tenant that Tenant shall have quiet and peaceful possession of the Property throughout the Term of this Agreement, provided that Tenant is not in default hereunder.

26. **Authority.** Each party hereby represents and warrants to the other: (1) it has full right, power and authority to make this Agreement and that the same has been voluntarily negotiated and agreed upon; (2) the making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants or other agreements under which such party is bound; (3) that such party is a duly organized and existing municipal corporation, corporation, or limited liability company; (4) the party is qualified to do business in the state in which the Property is located; and (5) all persons signing on behalf of such party were authorized to do so by appropriate company action.

27. **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

[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 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 VII. That the quitclaim deed conveying the old emergency communications tower site on Bays Mountain to city from Kingsport Power Company 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 quitclaim deed conveying the old emergency communications tower site on Bays Mountain to city from Kingsport Power Company 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 quitclaim deed being as follows:

QUITCLAIM DEED

KINGSPORT POWER COMPANY, a Virginia corporation, having an office at 1 Riverside Plaza, Columbus, Ohio 43215 ("Grantor"), for valuable consideration, receipt of which is hereby acknowledged, subject to the exceptions, reservations, and conditions hereinafter set forth, hereby RELEASES and QUITCLAIMS and DONATES to CITY OF KINGSPORT, whose tax mailing address is 225 West Center Street, Kingsport, Tennessee 37660 ("Grantee"), its successors and assigns, all of its right, title and interest, if any, in and to the following real estate situated in the City of Kingsport, Sullivan County, Tennessee, being more particularly described as follows, to-wit (the "Property"):

See Exhibit A attached hereto and made a part hereof.

This conveyance is made subject to the following:

1. The lien of real estate taxes and assessments for the year 2020, which shall be prorated as of the date of closing. Grantor shall pay all real estate taxes and assessments due prior to the date of closing and Grantee shall be responsible for all taxes and assessments due from and after the date of closing.

2. All existing public highways and streets, easements, rights of way, prescriptive rights, oil and gas rights and leases, coal and other mineral rights and leases, covenants, conditions, restrictions and reservations, if any, whether or not of record, and to all zoning and other governmental regulations and restrictions, and non-delinquent real estate taxes and assessments, and to such state of facts as an examination and/or an accurate survey of the Property would reveal. By acceptance of this deed, Grantee acknowledges and agrees that the Property and any improvements located thereon are being sold and conveyed in its present condition, "AS-IS, WHERE- IS, WITH ALL FAULTS," without representations or warranties of any kind, express or implied, or arising by operation of law, including without limitation, any warranties of suitability, merchantability, design, or fitness for a specific or particular purpose, and Grantee hereby assumes the risk that adverse past, present, and future physical characteristics and conditions may not be apparent, revealed or investigated. Grantee hereby waives and releases Grantor from any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Property including, without limitation, any hazardous material, hazardous substances, contaminants, or pollutants, in, at, on, under or related to the Property.

EXECUTED this ____ day of _____, 20__ by Grantor.

[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 quitclaim deed set out herein that do not substantially alter the material provisions of the deed, 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 21st day of July 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

July 8, 2020

TO: Kingsport City Manager Chris McCartt and the Board of Mayor & Alderman

RE: Full, Updated Timeline - AEP proposal to upgrade tower on Bays Mountain

The purpose of this letter is to provide an updated summary of actions, past and present, related to American Electric Power's (AEP) desire to upgrade their existing 100' communications tower located on Bays Mountain to a 350' tower. In order to do so, AEP is proposing a land swap that would involve trading their current site (1.15 acres owned by AEP) for a vacant site previously used by the FAA and located on Bays Mountain (owned by the City of Kingsport and inside Bays Mountain Park boundaries). The following is a timeline of events:

- May 2018 – AEP representatives contact the Park about upgrading current tower and possible land swap.
- Week of July 20, 2018 - Met with AEP Representative Derek Durham who advised that the tower upgrade was a necessity and key to maintaining their services. They also advised that in doing so at the current site that clearing the area of trees and leveling the ground from its current fenced in area out to the limits of their parcel (extending to the service road) would be necessary. Taking this action would change the view for the many hikers and mountain bikers that use that road during their recreational visits. This is an undesired outcome, a view agreed on even by the folks at AEP.
- An alternate plan, as previously proposed by AEP in May, is discussed at the July 2018 meeting with Derek Durham: Swap their current site for the larger vacant site located along the same service road and previously used by the FAA for their tower. The vacant site is located at 1777 Bays Mountain Road, Telephone Relay Power (see attached map). Unlike the current AEP site, the vacant site has a larger concrete pad area suitable with some prep work for AEP's proposed new tower.
- Members of the Bays Mountain Park Commission were first notified of AEP's interest at the June 2018 Commission meeting and kept updated as new information was available.
- Assistant City Manager Chris McCartt and then Community Services Business Manager Sid Cox were notified in June 2018 of AEP's interest and kept updated.
- Following the July 2018 meeting with AEP representatives, City Attorney Mike Billingsley was also notified of AEP's interest. At that time, he advised that the City of Kingsport Planning Department should also be made aware of this effort as the Kingsport Planning Commission may need to be involved.
- At Mike Billingsley's advisement and following an email sent to Kingsport's Development Services Director Lynn Tully, Kingsport Zoning Administrator Ken Weems joined the discussion and has been deeply involved in communication with AEP, Bays Mountain Park and City of Kingsport staff, and the Bays Mountain Park Commission.
- August 17, 2018 – Met with Ken Weems, Chris McCartt and City Manager Jeff Fleming where it was agreed further research and discussion should be had with AEP, including the possibility of AEP co-locating their equipment on another taller, already existing tower. The prevailing concern is the visual impact of adding another taller communications tower on the mountain.
- January 22, 2019 – After a few months of sporadic dialogue, and thanks to Ken's diligent efforts, AEP agrees to conduct at their earliest convenience a balloon test at the vacant pad site at Bays

Mountain to determine the visual impact and to help develop a 3-D/concept representation of what the proposed tower would look like.

- February 14, 2019 – Ken conducts presentation updating Bays Mountain Park Commission on AEP's proposal. Commission members are advised of the upcoming balloon test and assured visual results would be shared once available.
- February 20, 2019 – Ken sends an email to Mike Billingsley, Lynn Tully, Chris McCartt, and myself advising that AEP owns the land their current tower is located on. Previous thought was that AEP had been granted a communications easement by the City of Kingsport. This discovery changes the discussion in terms of the land swap as doing so would mean the exchange of land owned by the City of Kingsport/Bays Mountain Park and found within the Park's boundaries. This is a practice that, to this point, is not desired by Park staff, Bays Mountain Park Commission, and City of Kingsport planning staff.
- March 20, 2019 – Balloon Test performed by Digital Design & Imaging Services, Inc. A balloon approximately 12' in diameter is flown at a height of 349' (height of proposed new tower including the antennas on top). Ken and myself drove to various locations to check visibility of balloon and its visual impact. Several members of the Bays Mountain Park Commission also participate. The balloon is amazingly visible from a considerable distance and prompted calls from residents within a 2-mile radius of the Park. Pictures were taken from several locations.
- March 26, 2019 – Ken and myself met with City Attorney Mike Billingsley to provide an update and to get his advisement on proceeding further. Among the topics discussed was AEP's current site being owned, co-location efforts, and how to proceed should AEP receive Bays Mountain Park Commission approval to build on the proposed site. Billingsley advised that technical concerns may hinder co-location efforts but did recommend having AEP contact the tower operators that the City's equipment is located on. He further advised that it isn't likely the City would be willing to sell land it owns, but a lease would certainly be considered, as is similar to other tower owner/operators located on Bays Mountain.
- April 2, 2019 – Jay Divers, AEP's acquisition agent, contacted Ken requesting permission to send a survey team to Bays Mountain for the purpose of surveying the vacant site and stated AEP's interest in purchasing the vacant site. Ken advised Jay that the City would most likely not be interested in selling the land to AEP, but that a lease agreement would be preferred. It was also agreed the survey be coordinated with Park staff for access to the site.
- At this time, Ken invites Derek Durham (AEP) to attend the April 11th Bays Mountain Park Commission Meeting to answer commission members questions and to discuss the proposed upgrade.
- April 5, 2019 – Ken passed to Derek (AEP) the contact info for Crown Castle, the owner/operator that the City's equipment is located on, and requested that they contact them about possible co-location.
- April 11, 2019 – AEP representatives Derek Durham and Jay Divers attend the Bays Mountain Park Commission meeting and share their updates on co-location efforts and their reasoning for desiring to build their own tower. According to AEP, the taller tower is needed to provide improved service for the surrounding area and will be especially needed for the automatic, wireless reading of area residential power meters. They further advised that over the span of a 25-30 year timeframe that co-location would be more costly than owning their own tower. For example, one tower owner requires a \$50,000 per year lease to co-locate while capital required to build their own would total \$750,000-\$1,000,000. Commission members advised them to continue pursuing co-location and further noted that they are not interested in selling the land to AEP. The Commission would, however, consider a lease.
- At this meeting, the Commission did grant AEP approval to proceed with the survey of the vacant site for the purpose of prepping for the future build, should it be approved.

- At the direction of Ken and the Bays Mountain Park Commission, AEP was advised to continue to pursue co-location efforts and for them to, likewise, advise their directors that the City of Kingsport/Bays Mountain Park would most likely not be interested in selling the land the vacant pad is located on, but would consider a lease.
- Simultaneously, on behalf of the BMP Commission Ken reached out to Tower Genius, a tower lease consulting agency, to begin exploring the possibility of having to evaluate costs involved and other details concerning AEP's efforts. The possibility of using them to negotiate a lease agreement with AEP should they decide, as expected, to not pursue co-location in favor of being able to build and operate their own tower was also explored.
- Although we ultimately learn that using Tower Genius to negotiate a lease is not feasible for a variety of reasons (their desire to manage/control multiple tower leases, cost involved, etc.) they do offer to provide at no charge advisement on lease terms, lease values, etc. when moving to that stage with AEP. They advised that they understand the nuances and reciprocal nature of the partnerships between a municipality and entities that provide utility and infrastructure for services. They further offer, at cost to be determined, to assist in helping to establish a tower management plan for future tower lease renewals, negotiations, etc. The BMP Commission acknowledges this offer and will revisit at the appropriate time.
- July 8, 2019 – AEP's Jake Divers sends Ken and myself a topographical map from the completed survey of the vacant tower site that they hope to lease and build their new tower on. In doing so, he also requested a proposed lease for AEP to review. In reviewing the topo, Ken and I noted that there was an error in their survey: the land they propose to lease DOES NOT include any part of River Mountain Rd, the access/service road spanning the ridge of the mountain. Ken also advised that AEP's Derek Durham had not yet confirmed completion of the effort to co-locate.
- July 10, 2019 – Ken advised Mr. Divers that the survey was in error and that the BMP Commission was not prepared to begin lease negotiations until Mr. Durham had confirmed completion of the effort to co-locate. Mr. Divers advised that the change to the map was understood and the change was made the updated topo map was forwarded via email to Ken and myself on 7/15/2019. He also understood the Commission's desire to await all efforts to co-locate before negotiating.
- September 12, 2019 – Mr. Durham sent an email to Ken and myself advising that all efforts to co-locate had been exhausted and that they are ready to move forward with crafting a lease. In the email Mr. Durham noted that three towers were considered with no level of success: Holston Valley Broadcasting, Crown Castle, and the Washington County tower. He further noted that there were technical/operational concerns with each and that, ultimately, the cost effectiveness of owning their own versus leasing made the most sense.
- Ken responded on 9/13/2019 and acknowledged AEP's decision and advised the likelihood of the BMP Commission using the tower consultant to work out a lease.
- At this time, BMP Commission Chair Russ Brogden is also updated on this development.
- Over the next days, dialogue is had with the lease consultant Tower Genius about possibly using their services. By 9/27/2019, Tower Genius sends us/BMP Commission an agreement to review in preparation for the City/BMP Commission using their services for the AEP lease negotiation.
- October 2, 2019 – Ken advised Mr. Divers that the BMP Commission is reviewing a services agreement from a tower lease consultant. During this exchange, Mr. Divers asks if the City/BMP Commission is "still" open to considering a \$1.00 lease agreement in exchange for their current property (where their existing tower currently stands). Neither Ken nor myself remembered that being discussed at the April 2019 BMP Commission meeting that Mr. Durham and Mr. Divers attended to discuss AEP's plans and interests. Review of the meeting notes confirmed that a \$1.00 lease and property exchange was not discussed. Nonetheless, Ken advised Mr.

Divers that their \$1.00 lease/property exchange proposal would be submitted to the BMP Commission Chairman and the overall Commission.

- As promised, BMP Commission Chair Russ Brogden was notified of AEP's \$1.00 lease and property exchange proposal. He agreed that it was time for a meeting with Mike Billingsley to discuss this and the Tower Genius service agreement.
- October 21, 2019 – Ken forwards the Tower Genius service agreement to Mike Billingsley for viewing and begins working on dates for a meeting with Mike, Russ, Ken and myself to discuss this and the AEP Tower lease in general.
- November 15 2019 – Ken, Russ, and myself met with Mike Billingsley. Mike was updated on recent developments centering around AEP's desire to lease the old tower pad and offer their current property. Considerable discussion was also had concerning the benefits of using the tower consultant and whether or not that would be cost effective and/or feasible. **All present ultimately agreed that, more than any financial gain resulting from a lease negotiated by a tower lease consultant, the acquisition and control of AEP's current property was the highest priority.** Such an acquisition would provide the Park/City control of the outer slopes and viewshed of the mountain.
- Following the meeting with Mike Billingsley on 11/15/2019, Ken sends an email to Mr. Divers to determine the likelihood of AEP donating the land their current tower sits on in exchange for the \$1.00 lease. Mr. Divers quickly responds advising that AEP would be favorable to such an agreement provided a 99-year lease was obtained by AEP for the new tower site. Ken confirms that this proposal would be presented to the BMP Commission.
- At the 11/21/2019 BMP Commission Meeting, the Commission votes to move forward with AEP's proposal to donate their current property in exchange for a 99-year lease of the vacant tower pad with the understanding that the fine details of the lease would still need to be worked out between all parties involved (AEP, City of Kingsport, BMP Commission). Ken advised the BMP Commission that this process could take a while as such negotiations often do. The Commission requested that, prior to donating their current property, AEP remove all equipment. They also advised that they would be favorable to the creation of an overlook at their current site and reasonable maintenance of effort to service road leading to the tower.
- Thursday, December 5, 2019 – Ken and I had a conference call with AEP reps Derek Durham and Jay Divers to negotiate details of the proposed tower lease. The resulting of this round of negotiations is as follows:
 - AEP to draft a lease proposal for review by Kingsport's City Attorney. The lease will describe the surveyed City-owned vacant pad site leased at a rate of \$1 per year for 99 years.
 - The lease proposal will describe AEP's current tower site property as being donated to the City of Kingsport.
 - The lease proposal will also include a \$1,000 annual payment to the City for access road maintenance.
 - The lease proposal will also include a one-time payment to the City of \$20,000 for the purpose of lookout construction on the current AEP tower site once AEP clears their equipment following the completion of their new tower.
 - It was our understanding that Derek would review AEP's subletting language typically used in AEP leases as it pertains to allowing municipalities to co-locate on the AEP tower.
 - It was conveyed to Derek and Jay that, in general, the flow of approval on the City's side will be:
 - City Attorney review and approval
 - Bays Mtn Park Commission approval

- Kingsport Board of Mayor and Aldermen approval
- December 6, 2019 – Upon first view of the above stated lease terms from the December 5 meeting with AEP representatives, Mike Billingsley advised that the City cannot commit to a 99-year lease. He advised that the City could possibly do a 20-year lease with four five-year renewal terms with an escalator for road maintenance. He advised to get with Ryan McReynolds and prep for a counter-proposal to AEP. Ken notified Derek and Jay that afternoon of the City's limit on lease terms but advised of the 20-year lease with renewal terms comparable to what was discussed on December 5. Jay responded indicating an understanding and asked to be kept updated.
- January 6, 2020 – Jay Divers reached out to Ken and myself for an update. Ken advised that it appeared that, at this time, the best deal the City could offer would be a 20-year lease with two 10-year renewal options (20/10/10). Jay responded asking if the 20-year lease could instead feature four successive 10-year renewal terms. Jay also advised that since the 99-year \$1.00 lease was not possible that AEP's proposed financial commitments would be reduced to the lookout tower (from \$20,000 down to \$10,000) and road maintenance (from \$1,000 annually down to \$700.00). Ken advised that a lease term of 20/10/10 was the most extensive the City could do as a matter of practice to avoid encumbering future BMA Boards to long-term contracts, further adding that the 20/10/10 was the structure the BMA would most likely approve. Jay responded stating AEP had to have at least the 20-year initial term with three successive 10-year renewal terms and since the 99-year lease was definitely off the table that AEP would further reduce their proposed financial commitments would be reduced to the lookout tower (from \$10,000 down to \$5,000) and road maintenance (from \$700 annually down to \$500.00). Ken agrees to submit 20/10/10 AEP counter proposal to Mike Billingsley for review and emails Mike this update in negotiations that same day advising that AEP is still willing to donate their current land and some funds for a lookout and road maintenance.
- January 7, 2020 – Among items noted in an email to the BMP Commission I provided an update on the AEP Tower lease negotiations advising of the developments as listed in the previous bullet point. I did, however, emphasize that AEP still indicated a firm willingness to donate their current land to the City of Kingsport/Bays Mountain Park as part of any lease agreement.
- January 16, 2020 – EBI Consulting reaches out to me to begin gathering information in preparation to conduct an environmental study of the vacant pad on AEP's behalf.
- January 16, 2020, Ken and myself joined Derek and Jay in a 4:30 p.m. conference call to discuss the proposed lease. At this time, Jay and Derek advised that there would be no funds available for the overlook and AEP would not be willing to pay an annual road maintenance fee. They did, however, reaffirm AEP's commitment to donating the property their current tower sits on provided that a lease agreement could be reached. Their main concern was not having the 99-year lease. Ken advised that the City Attorney had advised that first right of refusal could be granted to AEP to essentially renew for another 20/10/10 once the first 20/10/10 terms were set to expire. This option was very obviously well received by Jay and Derek and, after a bit more discussion, Jay advised that he would get with his AEP decision makers to craft a Memorandum of Understanding (MOU) based on these terms and hoped to get the rough drafts of these documents to us as soon as possible.
- January 27, 2020, EBI Consulting (Jesse Redd) advised that their environmental survey of the vacant pad site, conducted on January 22, went well, as expected.
- February 4, 2020, Jay send Ken and myself a proposed MOU for AEP's lease of the vacant pad site and their agreement to donate their current land to the City of Kingsport/Bays Mountain Park. Included in this MOU is a Quitclaim Deed to their current site.
- February 4, 2020, Ken forwards AEP's MOU to the City Attorney's office for Mike Billingsley and Bart Rowlett to review. He copies Ryan McReynolds, Liz Chicco, and myself on the email. He

also advises that he and myself will review the MOU with the BMP Commission at their next meeting on February 10, 2020.

- February 10, 2020 – Ken updates the BMP Commission of negotiations with AEP noting lease terms, no overlook or road maintenance fees from AEP, BUT that AEP has maintained their agreement to donate their current land. He also advises of the MOU from AEP and that that document is being reviewed by City Attorney Mike Billingsley. Ken notes that once the MOU is reviewed that the Commission will be presented that document and any related information before submitting to the BMA. BMP Commission response is favorable as all agree that, although there is no great financial gain, getting their current land is vital. The BMP Commission did, however, express concern over the height of the tower and that it be restricted to their proposed 350' height; and they were also concerned about AEP subletting. Specifically, although they prefer AEP not to sublet space on the tower to any other entity, should they do so would BMP Commission be granted a percentage of those funds.
- February 12, 2020 – Jay advises Ken that the MOU he sent has been reviewed by AEP's attorneys and that as long as no changes are made/requested then the document is ready for use. He also confirms that he has begun the approval process through AEP Corporate to have their current land donated to the City (once their new tower is built).
- February 24, 2020 – Ken and myself met with Mike Billingsley and Bart Rowlett to review AEP's proposed MOU. Essentially, it was agreed the MOU was standard and with no real surprises and, aside from a few changes related to ensuring jurisdiction should a legal matter arise, Mike noted it was workable. Mike did agree, however, with the BMP Commission on restricting tower height to 350' and advised he would make that change. He also agreed to change subletting terms to restrict AEP's ability to operate the tower in such a fashion. He further noted that the BMA would need to take the following actions in regards to approving the agreement documents:
 - BMA would need to approve the MOU and then authorize approve the Mayor to sign the MOU
 - BMA would need to approve the lease and then authorize approve the Mayor to sign the lease
 - BMA would need to approve and accept the Quitclaim Deed for AEP's current land and then authorize approve the Mayor to sign the Quitclaim Deed
- February 28, 2020 – Ken advised Jay and Derek via email of the City Attorney's review and the two changes (tower height and subletting) recommended, further noting that he and I would review these with the BMP Commission on March 19 should they (AEP) agree to these updates. Jay acknowledged the recommended changes and stated he would run those by AEP attorneys and get back to us. He also noted that their land donation approval process only required one more approval and he hoped to have that before the Commission meeting on March 19.
- March 9, 2020 – Jay advises via email that AEP has no issue with restricting the height of the tower to 350' and that they, also, have no problem with the subletting restrictions.
- March 16, 2020 – Jay send the following via email confirming AEP agreement:
 - Ken, I received approval today from our corporate office to donate our existing site containing approximately 1.15 acres to the City of Kingsport. In exchange, the City of Kingsport will lease to Kingsport Power Company the 0.488 acres for 20 years with the right to renew for two (2) ten year renewals. The consideration for the term of the lease will be \$1.00. Once construction is complete on our new site the 1.15 acres will be conveyed to the City. Jay
- March 16, 2020 – I notified BMP Commission Chairman Russ Brogden that AEP has confirmed their land donation. I also noted that the agreement would be brought before the Commission

before sending to the BMA. Finally, I noted the Coronavirus could impact these proceedings by causing delays.

- March 18, 2020 – Ken acknowledges receipt of his email concerning the land donation and advises Jay that, thanks to the Coronavirus, all non-essential meetings have been canceled in the City of Kingsport, including the BMP Commission Meeting. He does, however, promise to get back to Jay ASAP.
- March 25, 2020 – In light of COVID-19's impact and closures, Derek contacts me and Ken regarding the possibility of completing environmental work at the vacant site that would involve boring for soil/core samples. I advise that, although our facilities were closed, the park itself was still open and they could conduct their survey.
- April 20, 2020 – AEP completes boring samples at BMP vacant pad site.
- May 14, 2020 – Jay provides Ken and myself an updated copy of their MOU, Lease Agreement, Memorandum of Lease, and Quit Claim for review. Ken responds to acknowledge receipt and that document would be forwarded to City Attorney Mike Billingsley.
- June 2, 2020 – Ken sends updated lease documents to Mike Billingsley and Bart Rowlett for review advising desire to take to BMP Commission at their June 11 meeting.
- June 10, 2020 – Ken receives reviewed and updated lease documents from Mike Billingsley with tracked changes. Ken further advises that the documents, per Mike's updates, should be presented to the BMP Commission for review and approval.
- June 10, 2020 – Ken advises Jay that BMP Commission is set to review and vote on the AEP Tower lease agreement documents. Ken also sends the updated lease documents to Jay following Mike's review and changes.
- June 11, 2020 – Jay responds with a clean version of the lease agreements, per changes made by Mike, demonstrating AEP approval to move forward. Ken forwards documents to Mike and Bart.
- June 11, 2020 – Ken presents the updated lease documents to the BMP Commission noting the changes to restrictions in tower height at 350' and subletting. He further advises Commission that should they issue approval that he will then take the agreement documents to the BMA noting the recommendation of the BMP Commission's recommendation. After some discussion, the BMP Commission approves the lease agreement by a vote of 5-1 with Mary Steadman providing the motion to approve, seconded by Woody Reeves. The lone vote against was cast by David Fox.
- June 11, 2020 – Ken notifies Jay of the BMP Commission's approval of the lease and advises the agreement will most likely be presented at the July 21, 2020 BMA Meeting. Jay acknowledges receipt of this information.
- June 12, 2020 – Ken notifies Mike of the BMP Commission's recommendation and his desire to bring the lease agreement to the BMA at their July 21, 2020 meeting.

As a nature preserve, and in the daily conducting of our operations, our desire is to preserve Park grounds as naturally as possible. This includes valuing its viewshed and protecting the Park from irresponsible development. It is understood, however, that technological advancements often require complementary improvements, as seems to be the case here, in order for AEP to serve its customer base in an efficient, safer manner.

While we preferred AEP co-locate their equipment on an already taller existing tower and pay a lease to do so, we understand their desire to own and the complications with co-location. As per prior precedent, the Bays Mountain Park Commission did not, at any time throughout these negotiations, plan to sell or trade away land owned by the City of Kingsport/Bays Mountain Park and advised AEP of this position at the April 11, 2019 meeting.

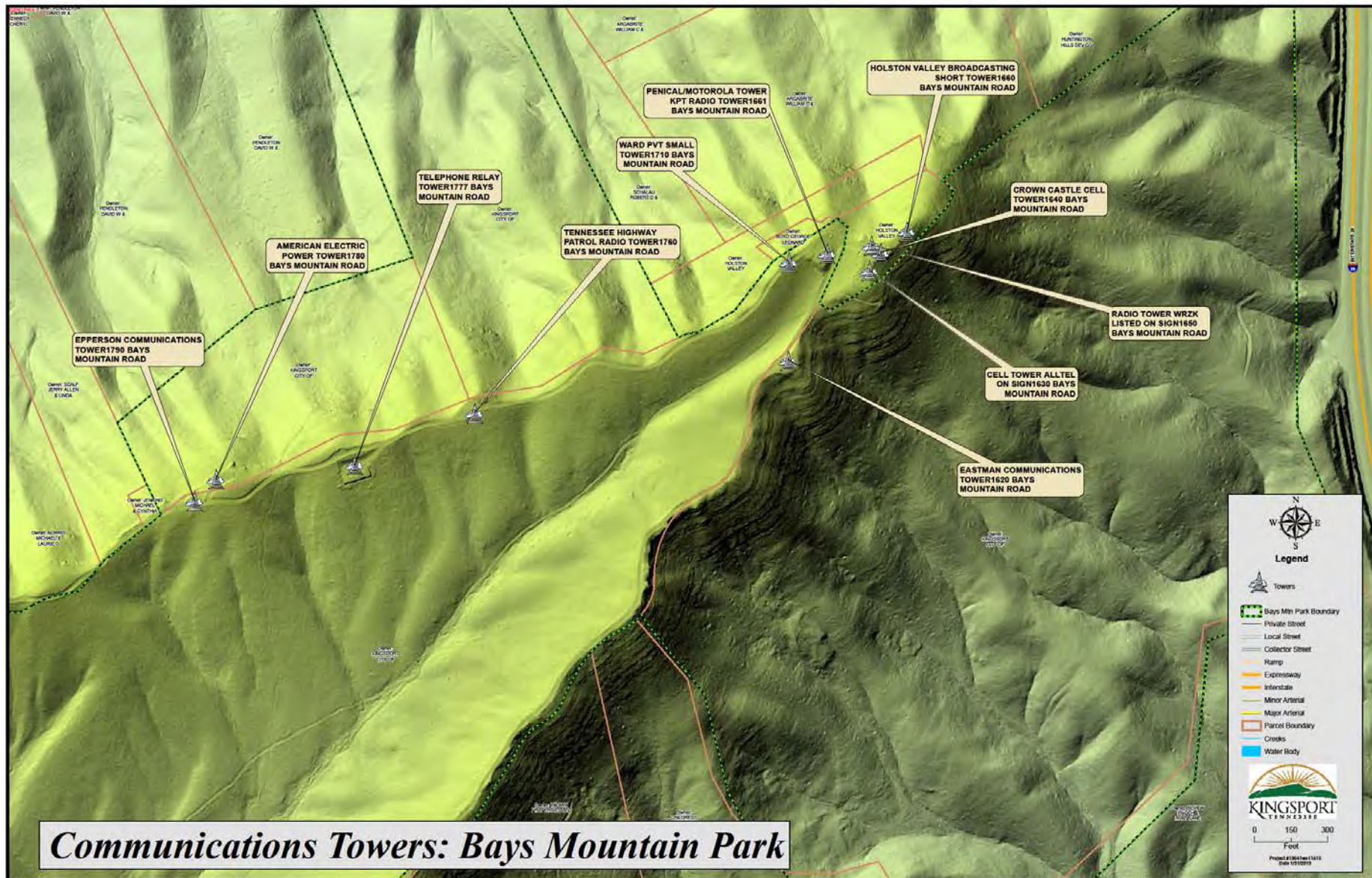
As noted in the timeline above, the scenario that ultimately garnered the approval of the Bays Mountain Park Commission was for AEP to donate to the City of Kingsport/Bays Mountain Park the land their current tower is on in exchange for their agreement to lease the land the vacant site is located on.

In closing, it should also be noted that following whatever conclusion this current AEP proposal ultimately arrives to, that the Bays Mountain Park Commission is interested in ensuring that no further towers are built on Bays Mountain unless the need is deemed a regional and/or national security issue.

Your support of Bays Mountain Park has been tremendous and is highly valued. So it is with great respect for you and your support, and a desire to uphold the responsibilities to manage and protect the Park that you've entrusted to us, that we submit this update to keep you informed.

Sincerely,

Rob Cole
Park Manager



New tower proposal facts

- The existing AEP tower at 1780 Bays Mountain Rd is 100' tall
- AEP wants to remove the existing tower and supplemental equipment from 1780 Bays Mountain Rd and build a new 350' tall tower with supplemental equipment at 1777 Bays Mountain Rd.
- Building the new tower at the existing site (1780 Bays Mountain Rd) would require clearing of area trees and grading from the existing site to the service road
- The purpose of the new tower is to upgrade AEP's emergency communications capability during power outages
- AEP owns their current tower site. The proposed AEP tower site is owned by the City and contains an existing tower pad.
- Locating at 1777 Bays Mountain Rd would require repairs at AEP's expense to make the existing concrete pad suitable for the new tower
- Locating at 1777 Bays Mountain Rd would not require any tree removal due to the large size of the existing concrete pad and relative ease of crane access
- The concrete pad located at 1777 Bays Mountain Rd is approximately 80' lower in elevation compared to the existing AEP tower located at 1780 Bays Mountain Rd

350' height

330' height

5' width

25' width @ 80'
height (approximate
canopy height)

33.5' wide tower base

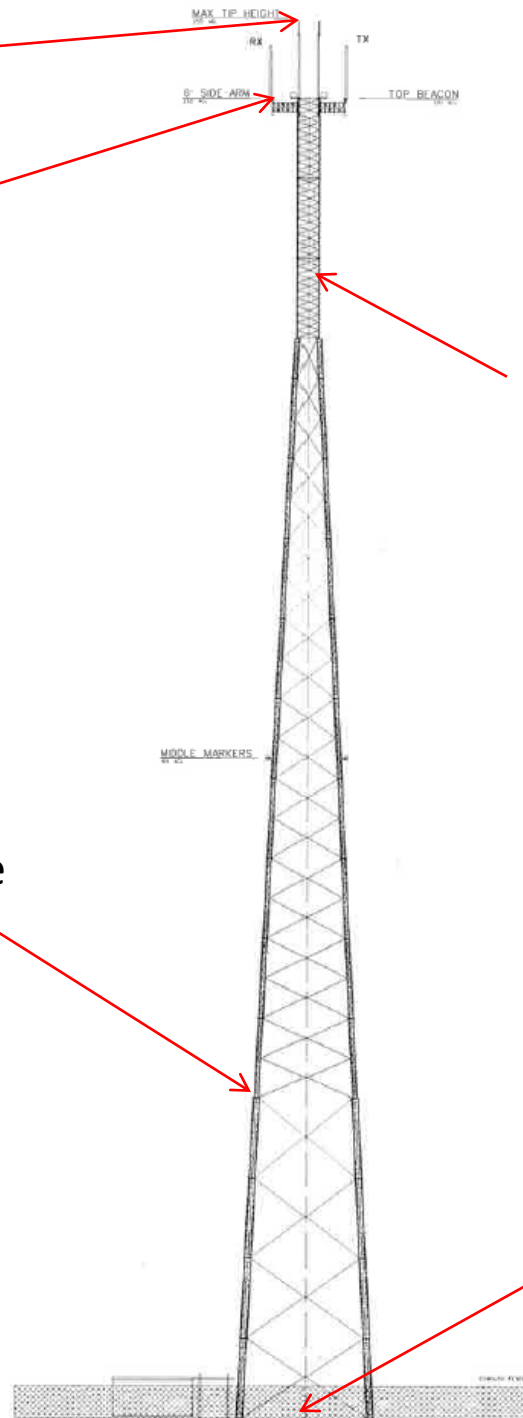


Photo by David Fox
Bays Mountain Dam



Photo by David Fox
Vicinity of Aquatic Center



Photo by David Fox
Fort Henry Dam



Photo by David Fox
Vicinity of sewage plant



Photo by Rob Cole
Ridgefields Park



Photo by Rob Cole
Netherland Inn Bridge





AGENDA ACTION FORM

Amendment Two to the ESS Southeast LLC. Substitute Staffing Services Contract Kingsport City Schools

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

Action Form No.: AF-182-2020
Work Session: July 20, 2020
First Reading: N/A

Final Adoption: July 21, 2020
Staff Work By: Committee
Presentation By: David Frye / Jennifer Guthrie

Recommendation: Approve the Resolution.

Executive Summary:

The City of Kingsport Board of Mayor and Aldermen approved the resolution to enter into an agreement the ESS Southeast, LLC .for Substitute Staffing Services on January 21, 2020. Kingsport City Schools Human Resource Department has been working with ESS Southeast, LLC to provide staffing services for the school district. ESS Southeast, LLC specializes in providing qualified staff for positions such as substitute Teachers, and other school support staff for daily, long-term and permanent assignments. On April 7, 2020, the Board of Mayor and Aldermen approved the resolution to amend the original contract to include two additional staffing classifications for paraprofessional and Secretarial to the original contract classifications list.

Kingsport City Schools is now requesting approval to amend the contract to include four (4) additional staffing classifications to fulfill staffing needs for COVID-19 services. Classifications for ESSER Bus Attendants, ESSER Morning Assistants, Cares Custodians, and Cares School Nutrition Worker, that were not included in Exhibit A of the executed ESS Southeast LLC. Substitute Staffing Services agreement.

Kingsport City Schools Human Resources Department is now requesting the Board of Mayor and Aldermen approve the resolution and execute Amendment Number 2, to include the four (4) new classifications to Exhibit A in the service agreement with ESS Southeast, LLC.

The cost of these services will come from school funds in accounts #142-7150-711.03-99 LTC201, 147-7350-851.03-99 and 141-7250-821.03-99.

Attachments:

1. Resolution
2. Amendment 2 ESS Southeast, LLC

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	—	—	—

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NUMBER 2 TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTHEAST, LLC. FOR KINGSPORT CITY SCHOOLS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on January 21, 2020, the board approved a resolution authorizing the mayor to sign a staffing services agreement with ESS Southeast, LLC for Substitute Staffing Services for the School System; and

WHEREAS, on April 7, 2020, the board approved the resolution to amend the original contract to include two (2) new staffing classifications to Exhibit A; and

WHEREAS, the contract has since changed which requires the ESS Southeast LLC agreement to be amended to include four (4) additional classification rates, ESSER Bus Attendants, ESSER Morning Assistants, Cares Custodians, and Cares School Nutrition Worker to Exhibit A of the agreement; and

WHEREAS, the board of education approved the amendment at its regularly scheduled meeting on July 14, 2020, and asks the board of mayor and aldermen to do the same; and

WHEREAS, the annual cost for these additional substitute classifications will be paid with funds in account# 142-7150-711.03-99 LTC201, 147-7350-851.03-99, and 141-7250-821.03-99.

Now therefore,

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

SECTION I. That Amendment Number 2 to the agreement with ESS Southeast, LLC. is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Amendment Number 1 to the agreement with ESS Southeast, LLC and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

AMENDMENT NUMBER 2

Amendment Number 2 to the Services Agreement effective January 21, 2020 between ESS Southeast, LLC and the City of Kingsport for its Kingsport City Schools for Substitute Staffing Services.

Exhibit A

Four (4) additional Substitute Classification positions added to Exhibit A;

- ESSER Bus Attendants, Pay Rate \$10.00 per hour, Bill Rate \$12.90 per hour;
- ESSER Morning Assistants, Pay Rate \$10.00 per hour, Bill Rate \$12.90 per hour;
- CARES Custodians, Pay Rate \$9.84 per hour, Bill Rate \$13.19 per hour;
- CARES School Nutrition Worker, Pay Rate \$9.84 per hour, Bill Rate \$13.19 per hour;

All other provisions of the Agreement shall remain in full force and effect during the term of the agreement effective January 21, 2020.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 21st day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AMENDMENT NUMBER 2

This is an Amendment to the Agreement between the **City of Kingsport for its Kingsport City Schools** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS Southeast, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective July 1, 2020 the following positions and rates are added in Exhibit A:

<u>Substitute Classifications</u>	<u>Pay Rate</u>	<u>Bill Rate</u>
ESSER Bus Attendants	\$10.00 per hour	\$12.90 per hour
ESSER Morning Assistants	\$10.00 per hour	\$12.90 per hour
CARES Custodians	\$9.84 per hour	\$13.19 per hour
CARES School Nutrition Worker	\$9.84 per hour	\$13.19 per hour

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**City of Kingsport for its
Kingsport City Schools**

ESS Southeast, LLC

Patrick W. Shull, Mayor

Steve Gritzuk, Chief Operating Officer

Date _____

Date _____

Attest:

City Recorder

Approved as to form:



AGENDA ACTION FORM

Award Bid to Zane Brooks for Landfill Clay Borrow Material

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

Action Form No.: AF-205-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on July 9, 2020 for Landfill Clay Borrow Material. This project consists of delivery and disposal (stockpiling) of clay classified soil from a TDEC permitted site to the city's landfill. The clay classified soil is used as cover for maintaining and closing out cells as required by TDEC.

Submitted bids were reviewed by city staff and it is recommended to award the contract to the apparent low bidder, Zane Brooks Excavating, Inc. in the amount of \$97,500.00. This amount is based on mobilization and ton unit price.

Funding is identified and available in DL2000.

Attachments:

1. Resolution
2. Bid Tab

Funding source appropriate and funds are available: *mm*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE LANDFILL CLAY BORROW MATERIAL TO ZANE BROOKS EXCAVATING, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 9, 2020, for landfill clay borrow material; and

WHEREAS, upon review of the bids, the board finds Zane Brooks Excavating, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a contract consisting of delivery and disposal (stockpiling) of clay classified soil from a TDEC permitted site to the city's landfill, which is used as cover for maintaining and closing out cells as required by TDEC, from Zane Brooks Excavating, Inc. at an estimated cost of \$97,500.00; and

WHEREAS, funding is identified in project number DL2000.

Now therefore,

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

SECTION I. That the bid for the landfill clay borrow material, consisting of delivery and disposal (stockpiling) of clay classified soil from a TDEC permitted site to the city's landfill, which is used as cover for maintaining and closing out cells as required by TDEC, at an estimated cost of \$97,500.00 is awarded to Zane Brooks Excavating, Inc., and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 21st day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

July 9, 2020

4:00 P.M.

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

The Bid Opening was held in the City Purchasing Office.

The Procurement Manager opened with the following bids:

2020 Landfill Clay Borrow		
Vendor:	Mobilization:	Per Ton:
Country Aire Inc.	\$0.00	\$8.02
Zane Brooks Excavating Inc.	\$3,750.00	\$6.25
Sitework Services	\$2,250.00	\$6.50
Thomas Construction Co.	\$23,000.00	\$10.00
American Environmental LLC	\$3,300.00	\$6.40

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



AGENDA ACTION FORM

Extension of Approval for Northeast State Community College to Enter into Sub-lease Agreements with Participating Institutions

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

Action Form No.: AF-186-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Center for Higher Education has three higher education institutions offering programs. They include Northeast State Community College (who manages the facility), East Tennessee State University, and Lincoln Memorial University. The agreement attached provides the outline for the method by which educational services are provided at the Kingsport Center for Higher Education for the upcoming year.

The sub-lease agreement attached will be between Northeast State Community College and the other higher education institutions and outlines the parameters for space utilization. These agreements must be approved by the board to allow Northeast State Community College to sublease space pursuant to the lease agreement for the KCHE between the city and Northeast State. The sublease agreement is a zero dollar lease agreement and outlines space allocated to each institution.

Each participating institution will pay a \$50,000 annual fee to Northeast State Community College and be eligible to provide programs approved by the Commission. The agreement is the same as the agreement last year. These agreements will be in effect for a one year period.

Attachments:

1. Resolution
2. Sublease Agreement

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AGREEMENTS WITH EAST TENNESSEE STATE UNIVERSITY AND LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSFORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITIES BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS OR THIS RESOLUTION

WHEREAS, East Tennessee State University, Northeast State Community College, and Lincoln Memorial University, offer programs at the Kingsport Center for Higher Education; and

WHEREAS, agreements are needed with East Tennessee State University and Lincoln Memorial University to offer educational services at the Kingsport Center for Higher Education for the upcoming school year;

Now therefore,

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

SECTION I. That agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education are 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, agreements with East Tennessee State University and Lincoln Memorial University for educational services at the Kingsport Center for Higher Education, 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 generally as follows:

Agreement between City of Kingsport
And [NAME OF INSTITUTION]

This Agreement shall be in effect from July 1, 2020 through June 30, 2021 for a one year time period and is made between the City of Kingsport, Tennessee, herein City, and [NAME OF INSTITUTION]; WHEREAS, the Institution, may offer programs in the Kingsport Center for Higher Education; and WHEREAS, the purpose of this Agreement is to outline the basic method by which the institution can provide educational services at the Kingsport Center for Higher Education for the upcoming year; and

WHEREAS, the Institution recognizes that it will have to enter into one or more agreements with Northeast State Community College to provide educational services at the Kingsport Center for Higher Education; and

WHEREAS, the Institution will also comply with the requirements contained herein to provide educational services at the Kingsport Center for Higher Education; and

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and the Institution agree as follows:

Section 1. The Institution shall provide educational services at the Kingsport Center for Higher Education in accordance with the provisions of this Agreement.

Section 2. Northeast State Community College (herein NeSCC) shall have the exclusive right to offer all lower division and associate level programs and courses in the Kingsport Center for Higher

Education. NeSCC may allow another educational institution to offer a lower division or associate level course or program in the Kingsport Center for Higher Education. Such consent shall not be withheld if NeSCC cannot or will not offer the course or program at issue. The Commission shall give NeSCC written notice of any lower division or associate level course or program that it proposes to bring to the Kingsport Center for Higher Education. Within ninety (90) day of receipt of such notice, NeSCC shall advise the Commission, in writing, of its intent to provide the course or program or its consent for another institution to provide said course or program. If NeSCC exercises its right to offer the course or program, it has twelve (12) months from the date of its response within which to establish the course or program. If NeSCC consents to allow another provider to offer the course or program, it retains the right to offer the course or program in the future. If NeSCC chooses to exercise this option, it must give the Commission one academic year's written notice of its intent to offer the course or program in question.

Section 3. All programs proposed to be offered by Institution, not otherwise approved pursuant to Section 1, must be approved by the Kingsport Commission on Higher Education and must be designed to enable a student to obtain a baccalaureate or graduate degree in Kingsport. The Institution must provide all coursework for the degree program offered either (1) at the Kingsport Center for Higher Education; (2) elsewhere within the city limits of Kingsport; or (3) in combination at the Kingsport Center for Higher Education or within the city limits and online. The Commission may make an exception on a case by case basis.

Section 4. The programs listed in Exhibit A are what have been approved by the Kingsport Higher Education Commission for the upcoming year (July 1, 2020 – June 30, 2021). Any additional programs offerings from a Participating Institution must come before the Kingsport Higher Education Commission for approval prior to advertising and/ or offering the program offerings.

Section 5. Except as provided in Section 1 coursework offered by Institution must be at the junior, senior or graduate level. The fee to offer programs at the Kingsport Center for Higher Education for the upcoming year is Fifty Thousand Dollars (\$50,000) payable in full to NeSCC within 30 days of receipt of invoice.

Section 6. Before a program can be approved by the Kingsport Commission on Higher Education articulation agreements between NeSCC and the Institution must be developed and executed for each academic degree program offered.

Section 7. The Institution shall enter into a sub-lease agreement with NeSCC and have use of one secure office, assigned by NeSCC on the first floor of the Kingsport Center for Higher Education, along with designated common areas.

Section 8. The Institution shall be provided classroom space in the Kingsport Center for Higher Education, as assigned by NeSCC.

Section 9. The Institution shall be assigned space on the outside of the Kingsport Center for Higher Education to display one institutional banner.

Section 10. The participating institution is expected to and shall:

- a. Maintain its own identity;
- b. Operate within its own governance and administrative framework;
- c. Serve as its own fiscal agent;
- d. Provide its own on-site management;
- e. Undertake its own marketing.

Section 11. This agreement is governed by and construed in accordance with the laws of the State of Tennessee, yet nothing herein shall be construed to conflict with the lease agreement between the City of Kingsport and the State of Tennessee for the Kingsport Center for Higher Education, and if there is any conflict, the language of the lease shall control.

[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 sublease agreements, subleasing a portion of the Kingsport Higher Education Center to East Tennessee State University and Lincoln Memorial University by Northeast State Community College to enable such entities to provide the programs set out in the various agreements with the City of Kingsport at the Kingsport Center for Higher Education are approved, and the mayor or in his absence, incapacity, or failure to act, the vice-mayor, are

authorized and directed to execute, in a form approved by the city attorney, all documents necessary and proper and to take such acts as necessary, to effectuate the purpose of this resolution.

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

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

ADOPTED this the 21st day of July, 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 a Grant from the Department of Justice FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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

Action Form No.: AF-179-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The Kingsport Police Department has ongoing grant opportunities with the Department of Justice/Bureau of Justice Assistance, Justice Assistance Grants (JAG). We have been notified that we are eligible for \$22,847.00 in grant funds for the upcoming fiscal year. The grant will be utilized to purchase equipment and/or technology improvements.

There are no matching fund requirements.

Attachments:

1. Resolution
2. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN APPLICATION FOR AND RECEIPT OF A FISCAL YEAR 2020 GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER FOR SUCH APPLICATION AND RECEIPT OF GRANT FUNDS

WHEREAS, the city would like to apply for the Fiscal Year 2020 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program to purchase equipment and technology for the Kingsport Police Department; and

WHEREAS, the grant funds would be in the amount up to \$22,847.00, and there is no local match; and

WHEREAS, certain documents must be completed and executed to apply for and receive the grant funds.

Now therefore,

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

SECTION I. That application for and receipt of a Fiscal Year 2020 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program in the amount of up to \$22,847.00 to purchase equipment and technology for the Kingsport Police Department is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Fiscal Year 2020 Grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program and any and all documents necessary and proper for such application and receipt of funds.

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 21st day of July, 2020.

PATRICK W. SHULL, MAYO

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Formula Solicitation

CFDA #16.738

Solicitation Release Date: July 9, 2020

Application Deadline: 11:59 p.m. eastern time on August 19, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

The following entities are eligible to apply:

- Units of local government

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Eligible allocations under JAG are posted annually on the [JAG web page](#). See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1,

and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see “Experiencing Unforeseen GMS Technical Issues” under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time August 19, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2020 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

Statutory Authority:

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds

In general, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 *et seq.* and/or to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and to assist the victims of such crimes (other than compensation). Additional details can be found on the [JAG Resource Page](#).

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each recipient of a FY 2020 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found on the [JAG Resource Page](#).

Limitations on the Use of JAG Funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out in [34 U.S.C. § 10152](#).

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For a list of prohibited expenditures under JAG and information about requesting BJA certification for a prohibited item (including unmanned aircraft, unmanned aerial vehicles, and/or unmanned aerial systems purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG Prohibited Guidance section of the [JAG Resource Page](#) or the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Prohibition of supplanting; prohibition on use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Other restrictions on use of JAG funds that require compliance, certification, and/or prior approval – If a unit of local government chooses to use its FY 2020 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions. Examples of items that require compliance, certification, and/or prior approval by BJA before purchase include: body-worn cameras, body armor, interoperable communications, DNA testing of evidentiary materials, uploading DNA profiles to a database, and entry of records into state repositories. Additional information, including the process to obtain prior approval and as well as a body armor and/or body-worn camera certification form, can be found on the [JAG Resource Page](#).

Allocation determination and Units of Local Government requirements regarding use of JAG funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU; and
- (3) Direct allocations are listed alphabetically below the shaded, disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are

responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

A unit of local government that applies for and receives a FY 2020 JAG award **must note the following:**

- Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund **must** be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).
- Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) – A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for a FY 2020 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

- National Incident-Based Reporting System (NIBRS) 3 Percent Set-aside – In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA requires, through the application of a special condition, JAG award recipients not certified by the FBI as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the Uniform Crime Reporting Program. Additional information can be found on the [JAG Resource Page](#).

Required compliance with applicable federal laws

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to a FY 2020

award include suspension or termination of the award, placement on the DOJ high-risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

Objectives

In general, the FY 2020 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives a FY 2020 JAG award will be required to produce various types of reports and to submit data related to performance measurement and accountability.

The objectives are directly related to the JAG Program performance measures described at <https://bjapmt.ojp.gov/help/jagdocs.html> and demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through the BJA-supported [Matrix Demonstration Project](#). It offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA Innovation Suite of programs, including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to develop and implement these crime innovation strategies, including effective partnerships with universities and research partners and with nontraditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under the JAG Program. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

B. Federal Award Information

Maximum number of awards BJA expects to make	1,058
Period of performance start date	October 1, 2019
Period of performance duration	2 or 4 years

Category 1 – Eligible Allocation Amounts of Less than \$25,000 (Competition ID BJA-2020-18275) – Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint

(disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2019 through September 30, 2021. Extensions of up to two years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts \$25,000 or More (Competition ID BJA-2020-18276)

– Units of local government that are listed on the [JAG web page](#) as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2019 through September 30, 2023. Extensions beyond this period may be made on a case- by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements¹ as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Cost Sharing or Match Requirement

The JAG Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

¹ The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review:

This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf. If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Identifiers

Applications should identify at least three project identifiers that would be associated with the proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The program narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2 year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The program narrative for Category 2 applications should include:

- (a) Description of the Issue – Identify the unit of local government's strategy/funding priorities for the FY 2020 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 2 to 4 year grant period.
- (b) Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders

currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under " Objectives" in [Section A. Program Description](#).

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to submit quarterly performance measures through BJA's PMT, located at <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measurement data listed in the JAG performance measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

4. [Budget Information and Associated Documentation](#)

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute.

Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute ([see 34 U.S.C. § 10152\(a\) and 34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and unites of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

5. [Indirect Cost Rate Agreement \(if applicable\)](#)

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

6. [Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high risk status\)](#)

7. [Disclosure of Lobbying Activities](#)

8. [Applicant Disclosure of Pending Applications](#)

9. [Applicant Disclosure and Justification – DOJ High Risk Grantees² \(if applicable\)](#)

10. [Research and Evaluation Independence and Integrity](#)

11. [Certifications and Assurances by the Chief Executive of the Applicant Government](#)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and then submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

12. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

Note: Responses to these questions must be provided by the applicant as part of the application. Further, the requirement to provide this information applies to all tiers of funding

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

and for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for a FY 2020 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information about Post-Federal Award Reporting Requirements

In addition to addressing the objectives described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data:

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP’s Grants Management System (GMS)
- Quarterly performance measures report and final performance measures report through BJA’s [Performance Measurement Tool \(PMT\)](#). Please note that as soon as all project activity has concluded, that report may be marked final
- An annual progress report and final progress report through OJP’s GMS. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions should also be submitted

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP’s Grants Management System (GMS)
- Quarterly performance measures reports and a final performance measures report (at any time once all project activity has concluded) through BJA’s Performance Measurement Tool (PMT)
- Semi-annual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s GMS
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions

Future awards and/or fund draw-downs may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measurement data.

Performance measurement data must be submitted through BJA's [Performance Measurement Tool \(PMT\)](#). The performance measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly performance measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Certain Relevant Federal Laws, as in Effect on February 26, 2020

See the [JAG Resource Page](#) for more information.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2020 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- ☐ For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- ☐ Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the “the [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards”](#) in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2020 JAG Allocations List as listed on BJA’s [JAG web page](#).

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 10)
- ☐ Program Narrative (see page 10)
- ☐ Budget Detail Worksheet (including Budget Narrative (see page 11)
- ☐ Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure of Pending Applications (see [OJP Grant Application Resource Guide](#))
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (see [OJP Grant Application Resource Guide](#)) (if applicable)
- ☐ Research and Evaluation Independence and Integrity (if applicable) (see [OJP Grant Application Resource Guide](#))
- ☐ Certifications and Assurances by Chief Executive (see page 12)
- ☐ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 12)



AGENDA ACTION FORM

Execute a Signatory Authority form Allowing the Chief of Police or His Designee to Complete the Application and, if Awarded, Grant Reports as Required by the U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY 2020

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

Action Form No.: AF-180-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Capt. Gore
 Presentation By: Chief Quillin

Recommendation:

Approve the Resolution.

Executive Summary:

The U.S. Department of Justice requires that the signing authority or their formal designee complete an application as well as, if awarded, annual/semi-annual and/or quarterly documents for grant reporting purposes. Information regarding the formal delegation of such authority must be placed in a file and available on-site for immediate review if requested. While the Department of Justice recognizes that the Mayor as the signing authority may not complete the documents himself, they do require that the individual completing them be "formally" recognized or approved by his office.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER TO THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority to sign grant documents required for reporting as contracted on behalf of the city for an equipment and technology grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form for contracts, invoices, and other documents with the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program for an equipment and technology grant.

SECTION II. That the mayor is authorized to designate the chief of police as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the United States Department of Justice, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant Program.

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 21st day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Reject the Bids Received for the Grove Drive Storm Water System Improvements

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

Action Form No.: AF-201-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: Committee
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on June 18, 2020 for Grove Drive Storm Water System Improvements. The bids received came in higher than originally anticipated. We recommend rejecting the bids so that we can re-bid in the future when more contractors are available to submit bids that are more in line with the City's cost estimate.

Attachments:

1. Resolution
2. Bid Opening Minutes

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

RESOLUTION NO. _____

A RESOLUTION REJECTING ALL BIDS RELATED TO THE
GROVE DRIVE STORM WATER SYSTEM IMPROVEMENTS
PROJECT

WHEREAS, bids were opened June 18, 2020, for the construction of the Grove Drive Storm Water System Improvements project; and

WHEREAS, the bids received came in higher than originally anticipated and the city would like to reject the bids so that we can re-bid in the future when more contractors are available to submit bids that are more in line with the city's cost estimate.

Now therefore,

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

SECTION I. That all bids opened June 18, 2020, relating to the construction of the Grove Drive Storm Water System Improvements project are rejected.

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

ADOPTED this the 21st day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. COX, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
June 18, 2020
4:00 P.M.

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

The Bid Opening was held in Procurement Department.

The Procurement Manager opened with the following bids:

GROVE DRIVE- STORM WATER SYSTEM IMPROVEMENTS	
Vendor:	Total Bid:
King General Contractors, Inc.	\$156,283.85
Thomas Construction Company, Inc.	\$134,540.00

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



AGENDA ACTION FORM

Amend Personnel Policies and Procedures

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

Action Form No.: AF-195-2020
 Work Session: July 20, 2020
 First Reading: N/A

Final Adoption: July 21, 2020
 Staff Work By: George DeCroes
 Presentation By: George DeCroes

Recommendation:

Approve the Resolution.

Executive Summary:

The Human Resources Department periodically reviews city personnel policies and procedures for updating. The proposed revised Vacation Leave Policy is included in the body of the resolution, and the previous policy is attached for reference. The attached resolution amends the Vacation Leave Policy to conform the language of the policy with the city's custom and practice for carrying unused vacation leave over to the subsequent calendar year and to allow the city manager discretion in the administration of the policy during calendar years 2020 and 2021.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 2020-034, VACATION LEAVE POLICY FOR CITY EMPLOYEES

WHEREAS, the city adopted Vacation Leave Policy Resolution No. 2020-034, effective August 6, 2019; and

WHEREAS, the city would like to amend the Vacation Leave Policy to conform the language of the policy with the city's custom and practice for carrying unused vacation leave over to the subsequent calendar year and to allow the city manager discretion in the administration of the Vacation Leave Policy in calendar years 2020 and 2021 only.

Now, therefore,

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

SECTION I. That Section I of Resolution No. 2020-034 adopting a Vacation Leave Policy is amended as follows:

POLICY

Vacation leave is available for all board approved regular full-time employees

Vacation leave accrues on a monthly basis from January 1 through December 31 of each calendar year. The amount of paid vacation leave an employee accrues each month is based upon designated accrual rates and months of service as follows:

Board Approved Regular Full-Time

Vacation accrual rates: Service Time

1 month* through 60 months of service:	6.67 hours per month (80 hours maximum per year)
61 through 156 months of service:	10 hours per month (120 hours maximum per year)
157 through 336 months of service:	13.33 hours per month (160 hours maximum per year)
337 months or more of service:	16.67 hours per month (200 hours maximum per year)

**For the purpose of computing vacation leave, accrual for the full month will be granted if the employee's hire date is on or before the 15th day of the month. For employees with a hire date on or after the 16th of the month there will be no accrual of vacation for that month.*

Vacation leave accrues only for employees while serving in board approved regular full-time positions. Accruals are based on continuous service with the city, which includes approved leave. Effective January 1, 2017, and prospectively, except as set out herein below, all prior service as a board approved full-time employee, working under the city manager, will be used in determining service time for vacation accrual rates only, except as otherwise required by law. This policy does not apply to employees who have received credit for previous service in determining accrual of vacation.

Employees who work 24 hour shifts will be given vacation leave in blocks of three (3) scheduled work shifts extending from scheduled four (4) days off to the next scheduled four (4) days off. Vacation leave may be taken as one (1), two (2), three (3), four (4), or five (5) blocks according to accrued time and as approved by the department head or designee.

Vacation leave is accrued at the end of each month and is available for use, in accordance with the requirements contained in this policy, in the month/months following such accrual.

Beginning on January 1 of each calendar year, an employee's vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 80 hours vacation leave accrued but unused from previous calendar years.* However, for those employees who work 24 hour shifts vacation leave will not exceed the vacation leave accrued but unused in the previous year, and a maximum of 144 hours vacation leave accrued but unused from previous calendar years. Any unused vacation leave beyond the annual designated accrual plus 80 hours, or 144 hours for those employees who work 24 hour shifts, will be forfeited. The city manager shall have discretion in the administration of this policy to alter or amend the policy so as to permit an additional 40 hours of vacation accrued but unused in 2020, or 72 hours for those employees who work 24 hour shifts, to be used during the year 2021 and if not used then forfeited at the end of the year. The city does not provide vacation pay for forfeited vacation leave. Once forfeited, such vacation leave is no longer accrued and is removed from the official record.

**By way of explanation, it is the intent of this policy that employees may carry over the previous year's accrued but unused vacation leave plus up to an additional eighty (80) hours, or 144 hours for those employees who work 24 hour shifts, of vacation leave. Eligible employees may request to use vacation leave upon its accrual.*

All vacation leave must be approved in advance by the employee's department head or designee. Although vacation leave may "accrue" it may not be used until the employee's request to use the vacation leave is approved by the department head or designee.

Each department head or designee will schedule vacation leave with particular regard to departmental work requirements. Vacation leave may not be taken before being accrued. Department heads or designees will, to the extent possible, schedule vacation leave for each of their employees at the beginning of the calendar year. When the need arises and the requirements of the city demand it, vacation leave may be suspended by the department head or designee temporarily to meet those needs. Additionally, a department head or designee may require an employee take vacation leave when the department head or designee determines it in the best interest of the city.

Official holidays occurring during vacation leave will be counted as holiday leave, not as vacation leave.

Vacation leave does not accrue for overtime hours.

Vacation leave does not accrue and cannot be used while an employee is placed on suspension, pursuant to the city's corrective action policy.

An employee, who in the normal scope of their job handles city monies, is required to take one (1) contiguous work week of vacation leave during the calendar year.

An employee whose employment with the city is terminated (voluntarily or involuntarily – including retirement) may receive pay for any vacation leave which has accrued but is unused up to the date of termination. Provided, however, an employee whose employment is terminated, voluntarily or involuntarily, on or before the expiration of their six month probationary period will not be eligible for and will not receive any pay for vacation leave.

The city payroll office will keep the official records of vacation leave accrual and use. If a reporting error is discovered in the official records, a correction of the error will be made only for the ninety (90) calendar days immediately preceding notification of such error to the Human Resources Manager.

Other Provisions

Nothing in this policy should be construed to conflict with or supersede state or federal law, or 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 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 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 21st day of July, 2020.

PATRICK W. SHULL, MAYOR

ATTEST:

SIDNEY H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Dr. Jeff Moorhouse
Superintendent of Schools

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

p: (423) 378.2100
f: (423) 378.2120

www.k12k.com

7.20.20

Procurement,

I need to expedite the purchase of the Odysseyware program for the students of Kingsport to not delay the instruction of those that have registered for the Remote Learning Choice Option 2020 due to Covid-19.

Respectfully,

A handwritten signature in black ink that reads "Jeff Moorhouse".

Inspire. Cultivate. Impact

Facebook: KptSchools
Twitter: @KCS_District

WWW.K12K.COM



Michelle Ramey, CPPB
Asst. Procurement Manager

400 Clinchfield Street, Ste. 200
Kingsport, TN 37660

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f: (423) 378.2120

vramey@k12k.com
www.k12k.com

June 20, 2020

Chris McCartt
City of Kingsport
225 W. Center Street
Kingsport, TN 37660

RE: Request for Approval of Emergency Purchase for Kingsport City Schools

Kingsport City Schools has submitted a request to change the current Odysseyware Online Curriculum subscription for Dobyns-Bennett HS, to include site licenses for each school in the system. Odysseyware site licenses will provide teachers and students access to Pre-Built Core Curriculum content required to continue to teach K-12 courses virtually. With 500+ students already signed up for virtual classes for Fall 2020 and the number of cases of COVID-19 in Sullivan County, this software purchase is now required.

The cost of the original subscription renewal for Dobyns-Bennett is \$12,500.00. By increasing the number of site licenses to include all schools, the cost will increase to \$103,995.00 for 1-year subscription. I have confirmed with David Frye that the School System has the funds for this purchase.

Due to the current State of Emergency, the increase in COVID-19 cases in Sullivan County, and the immediate need for the product, I am requesting City Manager approval to proceed with an Emergency Purchase as per the City of Kingsport Code of Ordinance, Article VII- Division 3- Purchasing, Sec. 2-605 *Exception to the bid requirements for emergency purchases*. This purchase meets the criteria of an "immediate procurement essential to prevent delays in the work of a department which may vitally affect the life, health, safety, or convenience of the public". Therefore, to prevent the potential disruption to the educational processes of the Kingsport City School System, and to ensure the safety of students and staff during the COVID-19 pandemic, it is in the best interest of the City of Kingsport to approve this request.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Ramey".

Michelle Ramey, CPPB
Asst. Procurement Manager
City of Kingsport - Kingsport City Schools

A handwritten signature in blue ink that reads "Chris McCartt".

Chris McCartt, City Manager
City of Kingsport

7-20-2020
Date