



## **AGENDA**

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

**Monday, August 3, 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. Transit Update – Chris Campbell
5. Review of Items on August 4, 2020 Business Meeting Agenda
6. Adjourn

**Next Work Session August 17**



# City of Kingsport

August 4, 2020

## Project Status in Pictures

### 1 Preston Forest Park

Concrete work is complete and asphalt work for track and parking lot is now complete.

### 3 Neighborhood Paving

City paving crews have been in the Roosevelt Elementary area paving the neighborhood streets.

### 5 West Kingsport Force Main

Current project work includes the installation of the sanitary sewer force main near Riverfront restaurant.

### 2 TriCities Crossing Sanitary Sewer

Current project work includes the installation of sanitary sewer line crossing Fordtown Rd and Enbridge gas lines.

### 4 Watauga Street ADA Ramps

City crews finished ADA approved sidewalk corner ramps at a few locations along Watauga Street.

### 6 Greenbelt Fitness Equipment

New fitness equipment, through a partnership with ETSU, has been installed on the Greenbelt near Riverfront.





# 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	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	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	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	City staff working on ROW phase. Utility coordination also continues.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	12/31/2020	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	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working on NEPA document.
\$3,312,698.00	Ryan McReynolds	<b>City Hall Relocation - Phase 1</b>	Renovations of floors 3 thru 6 for the consolidation of City offices to one location at 415 Broad Street.	7/31/2020	Architect finishing punch list and starting closeout paperwork on Phase 1.
\$2,888,300.00	Niki Ensor	<b>Wastewater Facilities SCADA/Telemetry Project</b>	Design and installation of SCADA/Telemetry system that will serve both water and sewer plants, sewer lift stations, water pump stations and boosters, along with monitoring in the distribution and collection systems.	9/13/2020	Progress meeting held 7/30/20. CDM Smith will begin walk through of WWTP and remote sites for substantial completion.
\$2,508,812.00	Niki Ensor	<b>WWTP Electrical Improvements</b>	Design of wastewater treatment plant improvements. Project includes replacement of the Main Switchgear, Switchgear SB-1 and related equipment at the wastewater treatment plant.	5/18/2021	Progress meeting held 7/16/20. Submittals are under review.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA documents submitted to TDOT on 7/6/2020.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2020	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	<b>City Hall Relocation - Phase 2</b>	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	12/23/2020	Framing continues; Mechanical, Electrical, Plumbing, demolition continues.
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	9/3/2021	Contractor to begin work in the fall.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Barge has been given survey data for West Park Development. Needs as built survey data. Still working on NEPA
\$1,000,000.00	Michael Thompson	<b>Area 11b Asphalt Paving</b>	Paving of asphalt streets in Upper Sevier Terrace (area between Fairview, W. Stone Drive, Lynn Garden Dr)	10/30/2020	Open bids for milling selected streets. W&L was low, working to get an executed contract. City crews working in area.
\$937,442.00	Kitty Frazier	<b>Kingsport Greenbelt - Eastern Extension - Phase 1 (2019-C6)</b>	New 1 mile long Greenbelt section from the 0.4 mile marker (bottom of the hill from Exchange Place) to Cleek Road. [Fed. Grant & City funded]	8/25/2020	Grading nearing completion. Retaining walls construction continues.
\$873,345.88	Chad Austin	<b>2019 I &amp; I Sewer Rehab/Replacement</b>	Project will include sanitary sewer rehab/replacement in the White Street/Gibson Mill area, Fort Robinson area, Konnarock Road, Brooks Street Alley, and DB Track & Field.	2/12/2021	Contractor to return the first week of September to continue construction.
\$699,000.00	Niki Ensor	<b>Hillcrest &amp; Allandale Water Storage Tank Rehabilitation</b>	Will be a partial rehabilitaion Allandale tank and a full rehabilitation of Hillcrest Tank.	9/30/2020	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.
\$670,291.15	Michael Thompson	<b>Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to American Way where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Preconstruction meeting on 7/31/2020.
\$464,703.10	Chad Austin	<b>Border Regions Sanitary Sewer Extension - Tri Cities Crossing Area</b>	Sanitary sewer extension in the vicinity of the Tri Cities Crossing proposed development	9/1/2020	Contractor has finished directional drilling. Now Reaming bore to place pipe.
\$461,607.00	Michael Thompson	<b>Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements</b>	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Lynn Garden Dr. [95% State Funded 5%]	5/28/2021	Preconstruction meeting on 7/31/2020.
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$197,791.00	Kitty Frazier	<b>Riverfront Parking Facility</b>	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	<b>Preston Forest Park - Trails and Parking Improvements</b>	Construction of parking and trails in Preston Forest Park.	8/31/2020	Paving is almost complete. Cleanup, seeding, and landscaping remain.



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## **AGENDA**

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

#### **BUSINESS MEETING**

**Tuesday, August 4, 2020, 7:00 p.m.  
City Hall, 225 W. Center St., Courtroom**

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

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

Alderman Darrell Duncan  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
Ryan McReynolds, Deputy City Manager  
J. Michael Billingsley, City Attorney  
Sid Cox, City Recorder/Chief Financial Officer  
David Quillin, Police Chief  
Scott Boyd, Fire Chief  
George DeCroes, Human Resources Director  
Ken Weems, Planning Manager  
Jessica Harmon, Assistant to City Manager

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

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

#### **II.B. INVOCATION – Pastor Rick Meade, Lynn Garden Baptist 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. Proclamation – National Farmers Market Week – Alderman Phillips
2. Kingsport City Schools' Reopening Plan - Dr. Moorhouse

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

1. Appointments to the Neighborhood Advisory Commission (AF: 207-2020) (Mayor Shull)
  - Appointments
2. Appointments to the Parks and Recreation Advisory Committee (AF: 208-2020) (Mayor Shull)
  - Appointments

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

1. Work Session – July 20, 2020
2. Business Meeting – July 21, 2020

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

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

Withdrawn 8/4/20

- ~~1. Amend Zoning of Parcels 21, 22, 23, and 24, Tax Map 61D located off E Center Street from B-3 (Highway Oriented Business District) to R-3 (Low Density Apartment District) (AF: 212-2020) (Ken Weems)~~
  - ~~• Public Hearing~~
  - ~~• Ordinance – First Reading~~
2. Amend Zoning of 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District) (AF: 213-2020) (Ken Weems)
  - Public Hearing
  - Ordinance – First Reading
3. Approve 2020-2024 Consolidated Plan / 2020 Annual Action Plan (AF: 209-2020) (Ken Weems)
  - Public Hearing
  - Resolution – Consolidated Plan
  - Resolution – CDBG Program Policy
  - Resolution – CDBG Grant
4. Vacate Portion of Former Cleek Road Right-Of-Way Adjacent to Orebank Road (AF: 177-2020) (Savannah Garland)
  - Public Hearing
  - Ordinance – First Reading

#### **COMMENT**

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



**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Accept the Improve Act Funds from the Tennessee Department of Transportation to Construct a Public Transit Garage (AF: 206-2020) (Chris Campbell)
  - Ordinance – First Reading
2. Budget Adjustment Ordinance to Amend Various Project Fund Budgets in FY21 (AF: 214-2020) (Chris McCartt)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Budget Adjustment Ordinance for the General Fund and Fleet Fund in FY20 (AF: 178-2020) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption
2. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 202-2020)
  - Ordinance – Second Reading and Final Adoption

AF & Ordinance  
Revised 7/30/20

**D. OTHER BUSINESS**

1. Establish a Community Development Advisory Committee (AF: 210-2020) (Ken Weems)
  - Resolution
2. Award the Bid for Aquatic Center Furniture (AF: 187-2020) (Chris McCartt)
  - Resolution
3. Approve Agreement with Edgenuity for Odysseyware for Kingsport City Schools, Ratifying the Mayor's Signature on the Agreement (AF: 215-2020) (David Frye)
  - Resolution
4. Authorizing the Purchase of Chromebooks and Chromebook Tablets from FireFly Computers, LLC for Kingsport City School System (AF: 216-2020) (David Frye, Tony Robinson)
  - Resolution

**VII. CONSENT AGENDA**

None

**VIII. COMMUNICATIONS**

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

**IX. ADJOURN**



## AGENDA ACTION FORM

### Appointments to the Neighborhood Advisory Commission

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

Action Form No.: AF-207-2020  
 Work Session: August 3, 2020  
 First Reading: N/A

Final Adoption: August 4, 2020  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

#### Recommendation:

Approve appointments.

#### Executive Summary:

It is recommended to appoint Anitra Little to fulfill the unexpired term of Angela Braan who has resigned and to appoint Tammy Fannon to fulfill the unexpired term of Wallace Grills who is deceased to the Neighborhood Advisory Commission. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with members serving no more than two consecutive terms. The commission is comprised of twelve (12) at-large members who represent all of Kingsport.

Current Commission:			
Member	Term Expires	No. of Terms	Area Member Resides
Angela Braan	12/31/20	1	Midtown
Ted Fields	12/31/22	2	Fall Creek
Wallace Grills	12/31/22	2	Borden Village
Suzanne Burns	12/31/22	1	Downtown
Jamie Jackson	12/31/22	2	Edinburgh
Shannon Morelock	12/31/20	Fulfilling Unexpired Terms	Green Acres
Julie Hammonds	12/31/20		Colonial Heights
Deborah Mullins	12/31/20	2	Cooks Valley
Margot Seay	12/31/21	2	Preston Woods
Jessica Slaughter	12/31/21	2	Midtown
Spencer Snook	12/31/21	2	Ridgefields
Al Crymble	12/31/20	1	Holston Hills/Cliffside

Recommended Commission:			
Member	Term Expires	No. of Terms	Area Member Resides
Anitra Little	12/31/20	Fulfill Unexpired Term	Midtown
Ted Fields	12/31/22	2	Fall Creek
Tammy Fannon	12/31/22	Fulfill Unexpired Term	Lynn Garden
Suzanne Burns	12/31/22	1	Downtown
Jamie Jackson	12/31/22	2	Edinburgh
Shannon Morelock	12/31/20	Fulfilling Unexpired Terms	Green Acres
Julie Hammonds	12/31/20		Colonial Heights
Deborah Mullins	12/31/20	2	Cooks Valley
Margot Seay	12/31/21	2	Preston Woods
Jessica Slaughter	12/31/21	2	Midtown
Spencer Snook	12/31/21	2	Ridgefields
Al Crymble	12/31/20	1	Holston Hills/Cliffside

#### Attachments:

1. Anitra Little Bio
2. Tammy Fannon Bio

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



**Anitra Little**  
**203 Tennessee Street**  
**Kingsport, TN 37660**  
[alittle@uethda.org](mailto:alittle@uethda.org)

**423-773-2257**

I was born and raised in Kingsport. I have a 10 year old daughter, Jazlyn, that is going into 5th grade at Lincoln Elementary. I have an 11 year old 4legged fur baby named Jed.

I went to Kingsport City Schools all the way through my sophomore year at which time I transferred and graduated from Sullivan North in 2003. After High School I immediately started college at Mountain Empire Community College and graduated from there with an Associate's Degree in Respiratory Therapy and Certification in Polysomnography. While in high school and college I was a manager at Pals, leaving there to work at Holston Valley Medical Center in the Sleep Lab. After a couple years in the medical field I decided I wanted to be a teacher. I substituted in several local school systems and then started a full time job at Citi in Gray where I stayed for the next 9 years. While employed at Citi I received an Associate Degree in Education from Northeast State and then enrolled at Milligan College where I finished up my BS in Child and Youth Development - Early Childhood Education. Since then I have substituted in Sullivan County, Kingsport City Schools followed by Instructional Assistant with KCS. Currently, I am employed with Upper East Tennessee Human Development Agency (UETHDA) as a teacher. In the future I plan to go obtain my Master's Degree in Social Work or School Counseling.

I enjoy spending time with my daughter. We love shopping, working in the yard, traveling, amusement parks and anything to keep us on the go. I love anything to do with racing, whether its cars on a track or rubber ducks down a creek! I love going to concerts and sporting events!

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## Q1

### Contact Information

Name	Tammy M Fannon
Address	1094 LE AMRON DR
ZIP/Postal Code	37665-2131
Email Address	fannon4@charter.net
Phone Number	4235717475

## Q2

### Why would you like to serve the city?

I desire to be part of the solutions that make our city a great place to live. I want Kingsport to be a stronger, safer and more beautiful place to raise our children, to be able to retire and see our city thrive and grow.

## Q3

### What previous volunteer experience do you have?

Moms and Kids group/planning and coordinating events  
PTA- various positions including but not limited to President  
Coach- boys and girls basketball,  
girls softball, volleyball  
Neighborhood Watch advocate

## Q4

### Which skill set would you say is your strongest?

Strategy

## Q5

### Please select your top 3 commission interests.

Neighborhood Commission

## Q6

### Please enter any comments regarding your interest to serve Kingsport.

Respondent skipped this question



## AGENDA ACTION FORM

### Appointments to the Parks and Recreation Advisory Committee

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

Action Form No.: AF-208-2020  
 Work Session: August 3, 2020  
 First Reading: N/A

Final Adoption: August 4, 2020  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

**Recommendation:** Approve appointments.

#### **Executive Summary:**

It is recommended to reappoint Peter Lodal and Jeff Walker and to appoint Tony Williams to the Parks and Recreation Advisory Committee. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Pete is a chemical engineer, retired from Eastman, currently working as a consultant through his company, D&H Process Safety. Pete is currently the chair of the Parks and Rec Advisory committee, and is working with staff on the Master Plan, which should be completed by the end of this calendar year.

Jeff is an Electrical Engineer with Domtar, and current Parks and Rec Advisory board member on the Athletics committee. With the opening of the Miracle Field this summer, having Jeff reappointed with help insure continuity in our athletics efforts.

Tony is the owner of Reedy Creek Bicycles in downtown Kingsport, and is an avid outdoorsman and cyclist. He brings a different perspective to the committee. He completed the SERVE Kingsport Volunteer Survey, and was very enthusiastic when approached about the position. Tony will be replacing Loni Garcia, a pharmacist with Food City, who is leaving the committee after seven years of service.

Terms are three years with no term limits. The committee is comprised of nine (9) at-large members.

Current Commission:			
Member	Term Expires	No. of Terms	Eligibility
Brad Hoover	7/31/22	4	At-large
Bob Jack	7/31/22	4	At-large
Pam Mahaffey	7/31/22	2	At-large
Loni Garcia	7/31/20	3	At-large
Jeff Walker	7/31/20	3	At-large
Peter Lodal	7/31/20	7	At-large
Reba Barber	7/31/21	4	At-large
Alan Meade	7/31/21	3	At-large
Heather Quigley	7/31/21	1	At-large

Recommended Commission:			
Member	Term Expires	No. of Terms	Eligibility
Brad Hoover	7/31/22	4	At-large
Bob Jack	7/31/22	4	At-large
Pam Mahaffey	7/31/22	2	At-large
Tony Williams	7/31/23	1	At-large
Jeff Walker	7/31/23	4	At-large
Peter Lodal	7/31/23	8	At-large
Reba Barber	7/31/21	4	At-large
Alan Meade	7/31/21	3	At-large
Heather Quigley	7/31/21	1	At-large

#### **Attachments:**

1. Tony Williams Bio

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

Anthony Williams  
1905 Oakwood Drive  
Kingsport, TN 37664  
[reedycreekbicyclestony@gmail.com](mailto:reedycreekbicyclestony@gmail.com)>  
423-502-1695

My name is Anthony Williams, mostly answering to Tony. I've been married to my wife, Jamie Williams, for 16 years and have two beautiful red-headed children, Amelia and Porter, whom I love. A Co-owner of Reedy Creek Bicycles in downtown Kingsport since its start in 2013. When we moved from our Eastman Rd. location to downtown Kingsport in 2018, we purchased a building and started Reedy Creek Properties LLC Company. We now lease out space to Bays Mountain Brewing Company in the same building as the bicycle shop. I also run a calibration and consulting business, Scientific Instrument Services that I took over from my grandfather in 2009. I have organized yearly events and weekly rides for our cycling community. I live in Kingsport and love my home in East Tennessee. I look forward to helping maintain and improve our area in any way I can. Thank you for the opportunity to help.



Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, July 20, 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 (via zoom call)  
Alderman Darrell Duncan (via zoom call)  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration

Chris McCartt, City Manager  
J Michael Billingsley, City Attorney  
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 (via zoom call)  
Rob Cole, Bays Mountain Park Manager

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Deputy City Recorder Marshall.
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. **KEDB / NETWORKS.** Craig Denison provided an update on KEDB and Clay Walker discussed what's been happening with NETWORKS. Some discussion followed as they each answered questions from members of the board.
5. **REVIEW OF AGENDA ITEMS ON THE JULY 21, 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 20, 2020**

**IV.B.1 Appointments to the Beverage Board** (AF: 181-2020). Alderman Phillips stated he would like to see a more uniform application process. Vice-Mayor George added there should be a description of the term and the board. Alderman Adler stated she would like to see an educational opportunity maybe through a video for prospective board members. Mayor Shull stated he contacts each candidate and discusses all of this information prior to bringing their information to the board. City Manager McCartt responded staff is willing to make whatever adjustments the board sees fit.

**VI.D.3 Memorandum of Understanding, Lease Agreement with and Property Donation from Kingsport Power Company for a New Tower on Bays Mountain** (AF: 176-2020). City Manager McCartt stated this has been a two year endeavor and was win-win for all parties. Planning Manager Ken Weems provided further details on this transaction of property and explained why the new tower needed to be relocated. He stated the Power Company would be removing all equipment from the current site and donating that property to the park. Some discussion followed.

**VI.D.4 Amendment Two to the ESS Southeast Substitute Staffing Services Contract with Kingsport City Schools** (AF: 182-2020). Mr. McCartt explained four classifications were added for COVID-19.

**VII.5 Amend Personnel Policies and Procedures** (AF: 195-2020). The City Manager stated this allowed for changes to the vacation leave policy for FY 20-21 to accommodate employees working around changes regarding COVID-19.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:30 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, July 21, 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  
Ryan McReynolds, Deputy City Manager  
J Michael Billingsley, City Attorney  
Sidney H. Cox, City Recorder/Chief Financial Officer  
Angie Marshall, City Clerk/Deputy City Recorder

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

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Olterman.

II.B. **INVOCATION:** Phip Sams, First Christian 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. [LC1]BMA Recognition - Jud Teague.
2. Sullivan County Health Department Update. Gary Mayes/Dr. Stephen May.

IV.B. **APPOINTMENTS/REAPPOINTMENTS.**

1. **Appointments to the Beverage Board** (AF: 181-2020) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

APPOINTMENTS OF MS. NATALIE WELLS AND MR. CODY WOODS TO SERVE THREE-YEAR TERMS ON THE **BEVERAGE BOARD**. MS. WELLS IS REPLACING CHARLES NITSCHKE AND HER TERM IS EFFECTIVE JULY 31, 2020 AND EXPIRES JULY 31, 2023. MR. WOODS IS REPLACING KEENER MALLICOTE AND HIS TERM IS EFFECTIVE OCTOBER 1, 2020 AND EXPIRES OCTOBER 31, 2023.

Passed 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 21, 2020**

**2. Reappointments to the Kingsport Public Library Commission**  
(AF: 200-2020) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

REAPPOINTMENTS OF MS. JACLYN CLENDENEN, WHO IS COMPLETING AN UNEXPIRED TERM, AND MR. LANE DUKART TO SERVE A THREE-YEAR TERM ON THE **KINGSPORT PUBLIC LIBRARY COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON MAY 31, 2023.

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

**3. Reappointments to the Emergency Communication District/E-911 Board**  
(AF: 197-2020) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

REAPPOINTMENTS OF MS. MARGARET DENTON AND MR. EDDIE WAMPLER TO SERVE ANOTHER FOUR-YEAR TERM ON THE **EMERGENCY COMMUNICATION DISTRICT/E-911 BOARD** EFFECTIVE IMMEDIATELY AND EXPIRING ON DECEMBER 31, 2024.

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

**4. Reappointment to the Historic Zoning Commission** (AF: 198-2020)  
(Mayor Shull).

Motion/Second: George/Duncan, to approve:

REAPPOINTMENT OF MS. LIZA HARMON TO SERVE ANOTHER FIVE-YEAR TERM ON THE **HISTORIC ZONING COMMISSION** EFFECTIVE IMMEDIATELY AND EXPIRING ON JUNE 30, 2025.

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

**5. Reappointments/Appointment to the Construction Board of Adjustments and Appeals** (AF: 199-2020) (Mayor Shull).

Motion/Second: George/Duncan, to approve:

REAPPOINTMENTS OF MESSRS. STEVE WILSON, BOB PRENDERGAST AND MARVIN EGAN TO SERVE ANOTHER THREE-YEAR TERM AND APPOINTMENT OF MR. TRAVIS PATTERSON TO SERVE A THREE-YEAR TERM ON THE **CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS** EFFECTIVE IMMEDIATELY AND EXPIRING ON AUGUST 31, 2023.

Passed 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 21, 2020**

**V. APPROVAL OF MINUTES.**

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

- A. July 6, 2020 Regular Work Session
- B. July 7, 2020 Regular Business Meeting

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

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

**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. Budget Adjustment for the General Fund and Fleet Fund in FY20**  
(AF: 178-2020) (Chris McCartt).

Motion/Second: Duncan/George, to pass:

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

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

**2. Budget Adjustment for Various Funds in FY21** (AF: 202-2020)  
(Chris McCartt).

Motion/Second: George/Olterman, to pass:

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

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

**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).

Motion/Second: Phillips/George, to pass:

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**ORDINANCE NO. 6874**, 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 10<sup>TH</sup> 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.”

**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).**

Motion/Second: Adler/Duncan, to pass:

**ORDINANCE NO. 6875**, 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 14<sup>TH</sup> 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. Vacate Section of Right-of-Way, Formerly Known as Draper Street, Located Adjacent to 628 East Market Street (AF: 64-2020) (Ken Weems).**

Motion/Second: George/Phillips, to pass:

**ORDINANCE NO. 6876**, 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  
Passed on second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**4. Appropriate Funding for Section 5339 Capital Grant Amendment for FTA Project Number TN-2016-029 from the U.S. Department of Transportation (AF: 189-2020) (Chris Campbell).**

Motion/Second: Olterman/Duncan, to pass:

**ORDINANCE NO. 6877**, 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

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

**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).**

Motion/Second: George/Phillips, to amend:

“...by changing the number in Table A. User Discharge Restriction, Monthly Average Limit for Silver from 0.56 to 0.156.”

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

Motion/Second: Duncan/George, to pass as amended:

**ORDINANCE NO. 6878**, 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 second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

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

Motion/Second: George/Phillips, to amend:

“...in Section IV following the column for Totals for Office Supplies I move to amend the following language to be read by the city attorney and as shown in the ordinance provided to each board member and Mr. Billingsley provided details.”

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

Motion/Second: Adler/Phillips, to pass as amended:

**ORDINANCE NO. 6878**, 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 second reading in a roll call vote: Adler, Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

**D. OTHER BUSINESS.**

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

Motion/Second: Duncan/George, to pass:

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**Resolution No. 2021-014**, 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

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

**2. Amend Lease Agreement with Upper East Tennessee Human Development Agency to 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). Mayor Shull recused himself from all discussion on this item.

Motion/Second: Olterman/Duncan, to pass:

**Resolution No. 2021-015**, 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

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

**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).

Motion/Second: George/Phillips, to pass:

**Resolution No. 2021-016**, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING, LEASE AGREEMENT, AND QUIT CLAIM DEED BETWEEN THE CITY OF KINGSPORT TENNESSEE AND THE KINGSPORT POWER COMPANY

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

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

Motion/Second: Olterman/George, to pass:

**Resolution No. 2021-017**, 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



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

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

Motion/Second: Duncan/Adler, to pass:

**Resolution No. 2021-018**, A RESOLUTION AWARDED 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

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/Olterman, to adopt:

**1. Extension of Approval for Northeast State Community College to Enter into Sublease Agreements with Participating Institutions** (AF: 186-2020) (Jessica Harmon).

Pass:

**Resolution No. 2021-019**, 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

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

**2. Apply for and Receive Grant from the Department of Justice FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** (AF: 179-2020) (David Quillin).

Pass:

**Resolution No. 2021-020**, 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

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

**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 U.S. Department of Justice for the Edward Byrne Memorial Justice Assistance Grant JAG FY20 (AF: 180-2020) (David Quillin).**

Pass:

**Resolution No. 2021-021**, 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

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

**4. Reject Bids Received for Grove Drive Storm Water System Improvements (AF: 201-2020) (Ryan McReynolds).**

Pass:

**Resolution No. 2021-022**, A RESOLUTION REJECTING ALL BIDS RELATED TO THE GROVE DRIVE STORM WATER SYSTEM IMPROVEMENTS PROJECT

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

**5. Amend Personnel Policies and Procedures (AF: 195-2020) (George DeCroes).**

Pass:

**Resolution No. 2021-023**, A RESOLUTION AMENDING RESOLUTION NO. 2020-034, VACATION LEAVE POLICY FOR CITY EMPLOYEES

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

**VIII. COMMUNICATIONS.**

- A. CITY MANAGER.** Deputy City Manager Ryan McReynolds recognized the custodial staff for their efforts over the last few months during the COVID-19 pandemic.

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**B. MAYOR AND BOARD MEMBERS.** Alderman Phillips commented on the area of Myrtle Street and Oak Street, noting some of the houses that had been complained about were coming down. He also asked citizens to wear masks if we wanted football to come back. Alderman Olterman wished his son a happy 40<sup>th</sup> birthday. Alderman Adler pointed out the Farmers Market was open tomorrow morning and wouldn't be as busy as Saturday mornings. She also commented on the tutoring program being offered through the Chamber of Commerce. Alderman Cooper encouraged everyone to remember the school board as they made difficult decisions and keep them in prayers. Alderman Duncan stated his appreciation for the police and fire employees. He also noted early voting had started. Vice-Mayor George commented on the recent Dobyns Bennett graduation and thanked the Chamber for the Kingsport masks being worn by city employees. Mayor Shull thanked Deputy City Manager McReynolds for standing in for City Manager McCartt tonight. He also commented on sidewalks on Fort Henry Drive. Lastly he recognized his daughter for being sworn in to the army.

**C. VISITORS.** None.

**D. Emergency Purchase of Software - Schools.** Mr. McReynolds stated the schools had to purchase software for remote learning to support the overwhelming response from parents for the coming school year. He further stated no action was needed at this time from the board and the agreement would be presented for ratification at the next meeting. The board members were given a letter from Superintendent Dr. Jeff Moorhouse to Procurement and also a letter from Procurement Manager Michelle Ramey to City Manager Chris McCartt providing details regarding the circumstances necessitating the need for this emergency purchase.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:30 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Amend Zoning of 977 Mitchell 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-213-2020  
 Work Session: August 3, 2020  
 First Reading: August 4, 2020

Final Adoption: August 18, 2020  
 Staff Work By: Weems  
 Presentation By: Weems

#### Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone 977 Mitchell Road from A-1 (Agricultural District) to R-1B (Residential District).

#### Executive Summary:

This is an owner-requested rezoning of an approximately 3.25 acres located off Mitchell Road (at the intersection of Mitchell Road and Pickens Road near the Washington County line) from A-1 (Agricultural District) to R-1B (Residential District). The rezoning site contains one single family home that will be razed. The property owner plans to subdivide the property into 9 single family lots. No public comment has been received for this item. During their July 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 7-0. The notice of public hearing was published on July 20, 2020.

#### Attachments:

1. Zoning Ordinance
2. Notice of Public Hearing
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 ON MITCHELL ROAD FROM A-1, AGRICULTURAL DISTRICT, TO R-1B, RESIDENTIAL DISTRICT IN THE 14<sup>TH</sup> 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 Mitchell Road from A-1, Agricultural District, to R-1B, Residential District in the 14<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 50.20, Tax Map 119; thence in a northeasterly direction approximately 387 feet to a point, said point being the eastern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a northwesterly direction, following the southern right-of-way of Mitchell Road, approximately 379 feet to a point, said point being the northern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a southwesterly direction, following the eastern right-of-way of Pickens Road, approximately 373 feet to a point, said point being the western corner of parcel 50.20 in common with the eastern right-of-way of Pickens Road; thence in a southeasterly direction, approximately 377 feet to the point of BEGINNING, and being all of parcel 50.20, Tax Map 119 as shown on the July 2020 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 August 4, 2020 to consider the rezoning of 977 Mitchell Road from the A-1 District to the 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 southern corner of parcel 50.20, Tax Map 119; thence in a northeasterly direction approximately 387 feet to a point, said point being the eastern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a northwesterly direction, following the southern right-of-way of Mitchell Road, approximately 379 feet to a point, said point being the northern corner of parcel 50.20 in common with the southern right-of-way of Mitchell Road; thence in a southwesterly direction, following the eastern right-of-way of Pickens Road, approximately 373 feet to a point, said point being the western corner of parcel 50.20 in common with the eastern right-of-way of Pickens Road; thence in a southeasterly direction, approximately 377 feet to the point of BEGINNING, and being all of parcel 50.20, Tax Map 119 as shown on the July 2020 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](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 7/20/2020

**Kingsport Regional Planning Commission**  
**Rezoning Report**

**File Number 20-101-00006**

**Mitchell Road Rezoning**

<b>Property Information</b>			
<b>Address</b>		977 Mitchell Road	
<b>Tax Map, Group, Parcel</b>		Map 119, Parcel 050.20	
<b>Civil District</b>		14	
<b>Overlay District</b>		Gateway	
<b>Land Use Designation</b>		Single Family	
<b>Acres</b>		3.25 +/-	
<b>Existing Use</b>		<b>Existing Zoning</b>	A-1
<b>Proposed Use</b>		<b>Proposed Zoning</b>	R-1B
9-lot single family subdivision			
<b>Owner /Applicant Information</b>			
<b>Name:</b> Ricky Vaughn <b>Address:</b> PO Box 5713 <b>City:</b> Kingsport <b>State:</b> TN <b>Phone:</b> (423)384-3247		<b>Zip Code:</b> 37663  <b>Intent:</b> <i>To rezone from A-1 (Agricultural District) to R-1B (Residential District) to accommodate subdivision of the parcel into 9 single family lots.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal conforms to the 2030 Land Use Plan designation of "single family."</i></p> <p><i>The single family proposal will match the existing land uses in the area.</i></p>			
<b>Staff Field Notes and General Comments:</b>			
<i>The site contains an existing single family home and is well suited for a minor single family subdivision.</i>			
<b>Planner:</b>	Ken Weems	<b>Date:</b>	July 8, 2020
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>July 23, 2020</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

<b>ADDRESS</b>	977 Mitchell Road
<b>DISTRICT</b>	14
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	A-1
<b>PROPOSED ZONING</b>	R-1B
<b>ACRES</b>	3.25 +/-
<b>EXISTING USE</b>	single family
<b>PROPOSED USE</b>	9 parcel single family subdivision

**INTENT**

*To rezone from A-1 (Agricultural District) to R-1B (Residential District) to accommodate subdivision of the parcel into 9 single family lots.*

Vicinity Map  
ArcGIS Web Map



7/10/2020, 4:30:59 PM

- Sullivan County Parcels

Lake\_Pond
Parcel\_Conflict
Parcels
Railroad\_ROW
River

Street\_ROW

Lake\_Pond
Parcel\_Conflict
Parcels
Railroad\_ROW

Hawkins County Parcels

Lake\_Pond
Parcel\_Conflict
Parcels
Railroad\_ROW

Street\_ROW

Urban Growth Boundary

Scale bar showing distances in meters and kilometers. The scale is 1:18,056. The bar is marked with 0, 0.225, 0.45, and 0.9 m, and 0, 0.35, 0.7, and 1.4 km.

Web AppBuilder for ArcGIS

Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on July 23, 2020

7/28/2020

Page 3 of 11



Surrounding Zoning Map

ArcGIS Web Map



7/10/2020, 4:33:32 PM

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



Web AppBuilder for ArcGIS

Future Land Use Plan 2030  
Designation: Single Family

ArcGIS Web Map



10/20/2020, 4:34:43 PM

- |                        |                 |                       |                   |
|------------------------|-----------------|-----------------------|-------------------|
| Kpt 911 Address        | River           | Railroad_ROW          | Single Family     |
| Hawkins County Parcels | Street_ROW      | River                 | Multi-Family      |
| Lake_Pond              | Street_ROW      | Street_ROW            | Industrial        |
| Parcel_Conflict        | Lake_Pond       | Urban Growth Boundary | Retail/Commercial |
| Parcels                | Parcel_Conflict | Future Land Use       | Public            |
| Railroad_ROW           | Parcels         | Agri/Vacant           | Utilities         |



Web AppBuilder for ArcGIS



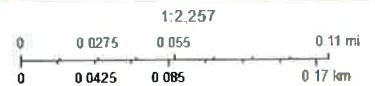
Aerial

ArcGIS Web Map



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- |                      |                        |                       |
|----------------------|------------------------|-----------------------|
| Kpt 911 Address      | River                  | Railroad_ROW          |
| Wivan County Parcels | Street_ROW             | River                 |
| Lake_Pond            | Hawkins County Parcels | Street_ROW            |
| Parcel_Conflict      | Lake_Pond              | Urban Growth Boundary |
| Parcels              | Parcel_Conflict        |                       |
| Railroad_ROW         | Parcels                |                       |



Web AppBuilder for ArcGIS



**Rezoning Site**



**East View from Rezoning Site**



**West View from Rezoning Site**



North View (Toward  
Kingsport)





Existing Uses Location Map

ArcGIS Web Map



7/10/2020, 4:37:37 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
- Urban Growth Boundary



Web AppBuilder for ArcGIS

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: single family</u>	n/a
Further North and Northwest	2	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a



# Kingsport Regional Planning Commission

## Rezoning Report

File Number 20-101-00006

East	3	<u>Zone: City A-1</u> <u>Use: vacant</u>	n/a
Further East	4	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
Southeast and South	5	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
Further South	6	<u>Zone: City A-1</u> <u>Use: single family</u>	n/a
West	7	<u>Zone: County A-1</u> <u>Use: single family</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 consistent with the surrounding properties, but at a higher density.
- 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 has a reasonable economic benefit as currently zoned. The proposed zone has an equal economic benefit in that it will provide a higher rate of suitable housing in the area.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposal conforms with the land use plan designation of single family.

**Proposed use:** single family residential

**The Future Land Use Plan Map recommends** single family

- 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 the single family subdivision use on the property.

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. A benefit can be derived from the single family residential zone since it will bring much needed single family housing to the area.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed R-1B zone will create an isolated district. The use, however, is considered furtherance of the future land use plan.

### 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 future land use plan.



## AGENDA ACTION FORM

### Approve 2020-2024 Consolidated Plan / 2020 Annual Action Plan

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

Action Form No.: AF-209-2020  
Work Session: August 3, 2020  
First Reading: N/A

Final Adoption: August 4, 2020  
Staff Work By: Jessica Harmon  
Presentation By: Ken Weems

#### Recommendation:

- Hold a public hearing
- Approve the Resolution for the 2020-2024 Consolidated Plan and 2020 Annual Action Plan
- Approve the Resolution approving a policy pertaining to CDBG program
- Approve the Resolution to apply for and receive the 2020 Annual CDBG Allocation

#### Executive Summary:

The City of Kingsport is part of the Northeast Tennessee/Virginia HOME Consortium which consists of seven local government jurisdictions located in Northeast Tennessee and Southwest Virginia. The participating jurisdictions include Kingsport, Johnson City, Bristol, TN, Bristol VA, Bluff City, Washington County, and Sullivan County.

This Consortium works together to develop a five year Consolidated Plan strategy with a focus on identifying housing, services and economic development needs for low/moderate income persons among the jurisdictions and identify the resources available to help respond to the needs.

Incorporated into the Consolidated Plan is the City of Kingsport's 2020 Annual Action Plan. This plan details out how the annual allocation of \$423,841 will be allocated. The main priority areas for the Annual Action Plan include: Program Administration, Community Enrichment, KAHN (Housing Rehab), HOPE VI – Section 108 and Code Enforcement. In order to receive funds the City must approve a policy detailing how respond to nonviolent demonstrations. This policy is something that is already in practice but is just officially being adopted by the Board of Mayor and Aldermen.

The public hearing notice for the Consolidated Plan and Annual Action Plan was published in the Kingsport Times-News on July 28, 2020. Public comment on both plans will be received for a period of 30 days. At the end of the public comment period, the plan will be submitted to HUD for approval. The plan can be amended during the year following the Citizen Participation Plan and public notification process.

#### Attachments:

1. Resolution
2. Resolution
3. Resolution
4. Notice of Public Hearing
5. Consolidated Plan & Annual Action Plan

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

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

A RESOLUTION APPROVING THE NORTHEAST TENNESSEE/VIRGINIA HOME CONSORTIUM HUD CONSOLIDATED FIVE YEAR STRATEGY 2020-2024 CONSOLIDATED PLAN AND THE KINGSPORT 2020 ANNUAL ACTION PLAN FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT PROGRAMS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Northeast Tennessee/Virginia HOME Consortium consists of seven local government jurisdictions located in Northeast Tennessee and Southwest Virginia, which was formed and recognized by the U.S. Department of Housing and Urban Development in 2003 and includes the participating jurisdictions of Johnson City, Kingsport, Bristol, Bluff City, Washington County, and Sullivan County in Tennessee, and the Independent City of Bristol, Virginia; and

WHEREAS, the area covered by the Consortium is primarily urban in nature in and between the Tri-Cities, but also includes some rural areas in the outlying portions of the counties; and

WHEREAS, the Consortium works together to develop a five year HUD Consolidated Plan Strategy which seeks to identify housing, service and economic development needs among the jurisdictions and then identify public and private resources and existing and potential community partners to help respond to the needs that are identified, particularly for low and moderate income and special needs citizens living in the consortium area; and

WHEREAS, incorporated into the Consolidated Plan is the City of Kingsport's 2020 Annual Action Plan, which details out how the annual allocation of \$423,841 will be allocated; and

WHEREAS, the main priority areas for the Annual Action Plan include: Program Administration, Community Enrichment, KAHR (Housing Rehab), HOPE VI – Section 108 and Code Enforcement.

Now therefore,

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

SECTION I. That the Northeast Tennessee/ Virginia Home Consortium HUD Consolidated Five Year Strategy 2020-2024 Consolidated Plan and the Kingsport 2020 Annual Action Plan regarding the Kingsport Community Development Block Grant Program, 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, the Northeast Tennessee/ Virginia Home Consortium HUD Consolidated Five Year Strategy 2020-

2024 Consolidated Plan and the Kingsport 2020 Annual Action Plan regarding the Kingsport Community Development Block Grant Program and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the Plans or this resolution, said plan attached to this Resolution as Exhibit A and incorporated by reference hereto.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the 2020-2024 Consolidated Plan and the Kingsport 2020 Annual Action Plan set out herein that do not substantially alter the material provisions of the 2020-2024 Consolidated Plan and the Kingsport 2020 Annual Action Plan, 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 4<sup>th</sup> day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **Executive Summary**

### **ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

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

#### **2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview**

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

#### **3. Evaluation of past performance**

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

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



#### **4. Summary of citizen participation process and consultation process**

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

There has been a seven step approach involved in the citizen participation process for the development of the Consolidated Plan Strategy. These involve:

- Public Meetings in each participating jurisdiction to gain citizen input. Each participating jurisdiction in the HOME Consortium has held at least two public Forums to solicit input by citizens for the Consolidated Plan Strategy.
- Three Meetings with local Housing and Community Development Boards and local elected officials to get input on needs and ways to respond to those needs more effectively over the next five years.
- Ongoing comprehensive meetings with affordable housing entities that develop, redevelop, fund and provide support services to the region covered by the Consortium to discuss the needs, resources and possibilities to collaborate in order to provide the needed housing and services to respond to needs that have been identified.
- Six meetings with the Continuum of Care general membership to discuss homeless and at-risk needs, funding sources and collaborations of housing and support services entities in the region.

## **5. Summary of public comments**

The Consortium's Consolidated Plan includes a description and summary of citizen and public comments received in various meetings.

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

No comments were not accepted.

## **7. Summary**

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

## The Process

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

**1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source**

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

Agency Role	Name	Department/Agency
CDBG Administrator	KINGSPORT	Grants & Redevelopment

Table 1– Responsible Agencies

### Narrative

Kingsport Housing & Redevelopment Authority is the agency responsible for the development and implementation of CDBG Entitlement Funds as described in the Consolidated Plan.

### Consolidated Plan Public Contact Information

Terry Cunningham

Kingsport Housing & Redevelopment Authority

Kingsport, TN 37660

423-245-0135

## **PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)**

### **1. Introduction**

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

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

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

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

KHRA staff attend regular meetings of the region's Continuum of Care administered by the Appalachian Regional Coalition on Homelessness. ARCH is comprised of a group of agencies that focus on issues pertaining to all aspects of homelessness. Often homelessness issues cross state lines so coordination between the two Continuums as well as coordination with the HOME Consortium is essential to efforts to provide services to the homeless and those at risk of becoming homeless.

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

The City of Kingsport receives an annual allocation of Emergency Solutions Grant funds, not as a direct entitlement from HUD, but as a recipient of funds through the State of Tennessee through Tennessee Housing Development Agency. This process for planning the use of ESG funds includes coordination with ARCH, particularly because part of THDA's ESG allocation process includes a competitive round open to local agencies. Efforts are made to avoid duplication of services to maximize the impact of local funding to the greatest extent possible. THDA, in accordance with HUD Continuum of Care requirements, directs that all ESG funded agencies participate in HMIS. KHRA participates in the local HMIS.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

**Table 2– Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	KHRA
	<b>Agency/Group/Organization Type</b>	PHA Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans HOPWA Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	KHRA and the City staff have regular meetings at which all areas of service and needs are discussed. Continuous improvements in services and outreach are discussed.
2	<b>Agency/Group/Organization</b>	ARCH
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth HOPWA Strategy Market Analysis Anti-poverty Strategy



	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Staff attend monthly meetings and other planning meetings with staff. ARCH staff provided direct comments and input on the Consolidated Plan.
3	<b>Agency/Group/Organization</b>	City of Kingsport
	<b>Agency/Group/Organization Type</b>	Other government - Local Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Economic Development Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	KHRA works with the city staff which include Planning Department, Building Department, and Police Department.
4	<b>Agency/Group/Organization</b>	United Way of Greater Kingsport
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders Foundation
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Market Analysis Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	KHRA is member and integral participant in United Way. Staff regularly consult concerning community needs.

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

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

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

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

**Table 3– Other local / regional / federal planning efforts**

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

In accordance with 24 CFR 91.100(4), Bristol, Tennessee, as Lead Entity, included adjacent units of local government in the non-housing community development needs included in this Plan. The Consortium is made up of contiguous jurisdictions that all work together on a continuing basis in order for the Consortium to be successful in administering its funds and providing necessary services. The Consortium will continue to interact with public entities to ensure coordination and cooperation in the implementation of the Consolidated Plan in order to maximize its funds and its services to the residents we all serve.

**Narrative**

## **PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

As a member of the Northeast TN/Southwest VA HOME Consortium, the City of Kingsport participated in all the citizen participation process points undertaken by the Consortium at large. The City participated in the planning and implementation of the seven step approach described in the Consortium's Citizen Participation response at "PR-15 Citizen Participation" of the overall Consolidated Plan. These processes assisted the City in developing its specific Annual Action Plan. In addition to the seven step approach, the City conducted a Public Meetings to review the Citizen's Participation Plan and update the plan to reflect the current situation with the COVID-19. No comments were received.

### **Citizen Participation Outreach**

<b>Sort Order</b>	<b>Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (If applicable)</b>
1	Public Hearing	Non-targeted/broad community	This was a public meeting held by the City's Board of Mayor and Alderman. Due to COVID this meeting was held virtually. It was open to the public through broadcast media.	No comments were received	There were no comment not received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	Meeting to be held August 4, 2020 to approve the Consolidated plan. This meeting may be held virtually due to the COVID. It will be broadcast through local media formats.	All comments will be accepted	N/A	
3	Newspaper Ad	Non-targeted/broad community	Newspaper ad for Public Hearing June 16, 2020	N/A	N/A	
4	Newspaper Ad	Non-targeted/broad community	Newspaper Ad for Public Hearing August 4, 2020			

**Table 4– Citizen Participation Outreach**

# **Needs Assessment**

## **NA-05 Overview**

### **Needs Assessment Overview**

The City of Kingsport has identified some need for, continuation, improvement and/or development of local public facilities, general improvements and public services. Most of these have been identified in the planning exercises involving changes in growth policy for the City. In recent years, aggressive annexation has driven the planning processes for City services and public facilities and improvements needs. Many areas annexed have been targeted for street and road improvements, extension of utility services and education needs such as schools, particularly elementary. As with any city experiencing growth, attention also turns to how expansion and growth of borders affects the provision of existing services within the current boundaries. Following is a discussion of some of the City's perceived and identified needs. Not all of these needs may directly involve the Community Development program of the City.



## **NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)**

### **Describe the jurisdiction's need for Public Facilities:**

The City has identified certain public facility needs in the jurisdiction for the next five years. The facilities are relative to the educational/schools and senior citizen services in the city. The city recently completed a large expansion to the public high school in the city. The city has purchased a building and land from Sullivan County where a high school currently operates. This school will close following the 2020-2021 school year. Work will commence to convert that building to a middle school for the City of Kingsport.

The City currently operates several senior centers. These include the Renaissance Center, Aquatic Center, Lynn View Community Center, and two satellite sites at Churches. Due to changes in annexation laws the city has no immediate plans for annexation.

### **How were these needs determined?**

The needs for expanded school facilities were identified through a joint city/county school facilities study committee. This committee, which gathered information through a public participation process, was formally presented in August 2015, through further public meetings and presentation to governing bodies.

The senior facility needs have been determined through a Capital Improvements Program planning process. The City conducted a 5-year planning process in Spring 2014 and update in 2015. These processes include public presentations at Board of Mayor and Aldermen work sessions and business meetings.

### **Describe the jurisdiction's need for Public Improvements:**

The City has identified improvements to public infrastructure systems as needs for the next five years. These improvements include expansion and extension of water and sewer lines within the city and into newly annexed areas. Public transportation systems (streets and highways) have been determined to need several improvements, not the least of which is a regular, scheduled paving rotation. The City has also determined that improvements to pedestrian and bicycle rights-of-way are needed in the city.

The city completed a new bus terminal / transfer station in the downtown area.

**How were these needs determined?**

As stated above, the public improvement needs are identified through the annual CIP process.

**Describe the jurisdiction's need for Public Services:**

Public service needs identified for the next five years include: literacy and tutoring needs for LMI youth and adults in low income areas, advocacy for abused and neglected children, educational and employment readiness for low and moderate income person seeking employment, cultural enrichment for low and moderate income minority youth and adults, senior services, etc.

**How were these needs determined?**

The City maintains an ongoing relationship with the local United Way organization which provides access to most public service agencies in the city. Needs are identified on an on-going basis outside of scheduled annual planning processes. Needs are also identified through public participation processes and meetings in association with the development of the Consolidated Plan.

**Based on the needs analysis above, describe the State's needs in Colonias**



# **Housing Market Analysis**

## **MA-05 Overview**

### **Housing Market Analysis Overview:**

The following analyzes the City of Kingsport's various housing and employment/economic opportunities and conditions. Areas of discussion include non-housing community development assets and areas of housing markets and overall conditions, and opportunities for strategic thinking in identified neighborhoods.



## MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

### Introduction

Below is a discussion of some of the non-housing community development assets in the City of Kingsport, including how these assets relate to the Consolidated Plan for Housing and Community Development.

### Economic Development Market Analysis

#### Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	50	10	0	0	0
Arts, Entertainment, Accommodations	2,605	4,591	14	12	-2
Construction	1,472	1,358	8	4	-4
Education and Health Care Services	3,591	8,357	20	23	3
Finance, Insurance, and Real Estate	947	987	5	3	-2
Information	401	687	2	2	0
Manufacturing	3,400	9,565	19	26	7
Other Services	590	1,133	3	3	0
Professional, Scientific, Management Services	906	1,696	5	5	0
Public Administration	0	0	0	0	0
Retail Trade	2,770	5,548	15	15	0
Transportation and Warehousing	615	798	3	2	-1
Wholesale Trade	622	2,082	3	6	3
Total	17,969	36,812	--	--	--

**Table 5 - Business Activity**

**Data Source:** 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

## Labor Force

Total Population in the Civilian Labor Force	23,002
Civilian Employed Population 16 years and over	21,005
Unemployment Rate	8.59
Unemployment Rate for Ages 16-24	37.50
Unemployment Rate for Ages 25-65	4.04

**Table 6 - Labor Force**

Data Source: 2011-2015 ACS

Occupations by Sector		Number of People
Management, business and financial	4,510	
Farming, fisheries and forestry occupations	895	
Service	2,314	
Sales and office	5,320	
Construction, extraction, maintenance and repair	1,475	
Production, transportation and material moving	1,135	

**Table 7 – Occupations by Sector**

Data Source: 2011-2015 ACS

## Travel Time

Travel Time	Number	Percentage
< 30 Minutes	15,900	79%

Travel Time	Number	Percentage
30-59 Minutes	3,532	18%
60 or More Minutes	663	3%
<b>Total</b>	<b>20,095</b>	<b>100%</b>

**Table 8 - Travel Time**

Data Source: 2011-2015 ACS

## Education:

### Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	780	103	1,640
High school graduate (includes equivalency)	5,225	519	3,115
Some college or Associate's degree	5,370	415	2,285
Bachelor's degree or higher	5,785	41	1,135

**Table 9 - Educational Attainment by Employment Status**

Data Source: 2011-2015 ACS

### Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	125	85	240	603	1,266
9th to 12th grade, no diploma	468	333	377	851	914
High school graduate, GED, or alternative	1,730	1,730	2,129	5,010	4,165
Some college, no degree	1,285	1,570	1,485	2,760	2,015
Associate's degree	130	475	725	1,094	453
Bachelor's degree	269	884	865	2,330	1,525

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Graduate or professional degree	28	461	690	1,715	1,140

**Table 10 - Educational Attainment by Age**

Data Source: 2011-2015 ACS

### Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	77,696
High school graduate (includes equivalency)	174,686
Some college or Associate's degree	199,737
Bachelor's degree	345,617
Graduate or professional degree	454,522

**Table 11 – Median Earnings in the Past 12 Months**

Data Source: 2011-2015 ACS

### Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors within the City of Kingsport, and its urban region, include manufacturing, government/education, health services and retail trade. Some service industry employment shows as well. The city is the world headquarters of several manufacturing interests, most significantly Eastman Chemical Corporation and its on-site contractors. Two major health care providers merged into one large corporation which did eliminate some jobs due to duplication. However, this company still employs thousands throughout Northeast Tennessee and Southwest Virginia.

### Describe the workforce and infrastructure needs of the business community:

As employers rely more and more on technical skills of their workforces, general and technical education are especially needed. In recent years, the City has partnered with local and State colleges, universities and technical schools to create a downtown educational center and campus,

bringing together varied and diverse educational opportunities for prospective students and needed future employees of local business interests. Both the City of Kingsport Schools, and Sullivan County Schools have partnered to bring a focus to career and technical education through partnerships with local trade schools and Northeast State Community College.

The local business community is also active in encouraging the City to improve and expand its quality of life services (bicycle lanes, parks, sustainable cultural and leisure activities) in addition to the public facility and traditional infrastructure (water, sewer, roads) to assist in attracting quality and qualified workforces.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

As indicated previously, the City has lead in the creation of the "Academic Village" to the downtown area. This village brings together general education and technical education opportunities, through several college and technical school offerings, into one downtown campus. The City has been active in coordinating local and State services in support of these schools.

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

Local businesses, major employers and others who contribute and participate in the Academic Village concept report that the cooperative has greatly enhanced their ability to rely on local, well-educated, readily available and technically sound workforce. The skills and education of the local workforce is not only evident relative to the manufacturing industries within the Kingsport area, but the health care, construction and other services sectors as well.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

The Academic Village concept, as described above, has been the major initiative for the City. Traditionally, the Consolidated Plan has indicated a need for improvements to the downtown area in terms of upgrade of deteriorating property. Through the City's efforts to coordinate the "Village", much progress has been made in addressing these needs.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

No

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

**Discussion**



## **MA-50 Needs and Market Analysis Discussion**

### **Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

There are areas within the City of Kingsport which have been identified as area of concentration of households experiencing multiple housing problems. These areas are identified as "concentrated" in that they typically are readily recognized as lying within an identifiable neighborhood boundary and have reported or have been reported through the City's Codes Department with an unusual rate of complaints, compared with other distinct neighborhoods within the city. For instance, the West View neighborhood of the City is an area adjacent to the Lynn Garden neighborhood, with Virgil Avenue serving as a dividing line. West View contains a predominantly low and moderate income population and reports a high number of complaints and physical housing needs. Other readily identifiable neighborhoods in the City include Riverview, Maple/Dale/Sevier, Highland, Borden Park and Lynn Garden. These areas all are identified as areas of concentration of multiple housing problems.

### **Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

Two neighborhoods within the city are identified as areas of concentration of racial and/or ethnic minority populations. Riverview neighborhood and Maple/Dale/Sevier are neighborhoods that are predominantly African-American in racial make-up.

### **What are the characteristics of the market in these areas/neighborhoods?**

The neighborhoods mentioned above are experiencing a relatively low rate of turnover in housing sales, with little to no new housing development occurring. Some sales of existing, and older, housing are occurring but not keeping pace with the rates in other, more affluent areas. The sales that are occurring seem also to be properties which appear as good investments for non-resident investors in rental property. A main driver of slow housing sales rates is the overall condition of the housing in these neighborhoods. A significant number of houses and structures within the areas experience multiple physical condition challenges and need for rehabilitation/substantial repair. These needs are driven primarily by the aging of the housing stock.

### **Are there any community assets in these areas/neighborhoods?**

The City has invested in some community assets within the neighborhoods identified above. Lynn Garden is the site of a substantial investment in converting a former high school into a senior services center as well as recreation facility. Riverview neighborhood is home to the Upper East Tennessee Human Development Agency, as well as the City's non-profit service center and the Kingsport Housing and Redevelopment Authority's FSS and Fresh Start centers. Affordable site based housing is operated by KHRA in the Riverview area.

**Are there other strategic opportunities in any of these areas?**

KHRA was granted approval by HUD to demolish the Robert E. Lee Apartments which had become deteriorated, and cost prohibitive to renovate. KHRA is still trying to obtain funding to construct new housing at the Lee site. The demo/disposition from HUD requires a one for one unit replacement. KHRA also has plans to construct housing on adjacent streets which include Tennessee St., Myrtle St., and Dale St. Discussions remain ongoing for funding opportunities. The city of Kingsport also has as a future plan realignment of Sevier Ave as midtown connector.

## **MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

**Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

Broadband internet services are a vital tool for the community. With recent events the need to communicate through virtual means has become a necessity. Public utility companies have expanded broadband access in the most populated areas which has allowed these residents the option to subscribe. Due to the topography and remoteness of some areas it can be difficult to obtain broadband services. Some residents are forced to use satellite options, which can be affected by weather, and also has a higher cost than traditional land based providers.

**Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

Competition allows consumers to receive better services at a better price. Presently in this area local cable television, local phone providers, local electric companies, and others can compete to provide broadband access to customers.

## **MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**

### **Describe the jurisdiction's increased natural hazard risks associated with climate change.**

The Kingsport area can be affected by heavy and frequent rainstorms due to rocky soil and numerous rivers, streams, and creeks. Due to the nature of the rock formations the area is susceptible to rock and mud slides, and sinkholes that could occur with a heavy or frequent rainfall, or heavy winter storms. Climate changes remain a concern should it result in more intense and frequent storms.

The City is not on or near the coast so sea level rise should not be an issue.

### **Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

Frequently these areas may have been neglected in upkeep by owners. Many of the older neighborhoods in the city have not had improvements made to the surrounding infrastructure.

# Strategic Plan

## SP-05 Overview

### Strategic Plan Overview

This Consolidated 2020-2024 plan is a coordinated effort by the lead entity, Bristol, Tennessee and the participating jurisdictions of Kingsport, Johnson City, Bluff City, Sullivan and Washington Counties in Tennessee and Bristol Virginia to identify and prioritize and address the Consortium's community development needs. The strategies developed and cited in this plan are compliant with HUD's national objective and are consistent with HUD's community development goals for low-to moderate-income persons. These include: provide decent housing; create a suitable living environment; to expand economic development opportunities. State and federal funding continues to suffer cuts while the needs become greater, the Consotium remains committed to use the funds it receives, look for leveraging dollars, and take all available routes to meet the unserved needs of the extremely low, low, and moderate income residents.

This plan was developed through a comprehensive planning process involving a cross section of citizens, local government staff, public service agency staff, and representatives of low- and moderate income individuals. Input was solicited through public meetings, online surveys, and public hearings that were scheduled specifically to discuss priority needs in the Consortium area. This Plan will serve as the planning tool for affordable housing and community development activities funded through the HOME program and for the CDBG program in Bristol, Kingsport and Johnson City. This Plan will hopefully serve as a guide and informational tool to local community organizations and housing providers.

## **SP-10 Geographic Priorities - 91.415, 91.215(a)(1)**

### **Geographic Area**

**Table 12 - Geographic Priority Areas**

#### **General Allocation Priorities**

Describe the basis for allocating investments geographically within the state

Most CDBG funds are not planned based on allocations to specific geographic areas within the City. Housing rehabilitation funds are offered on a city-wide basis, with a “first come-first served” priority. The funds for community services are spread across the city. The only CDBG funds restricted to a specific area are those provided to the South Central Kingsport CDC, a qualified CBDO whose jurisdiction is limited to portions Census Tracts 402 and 404. However, funds are awarded to South Central based on the strength of the program and its impacts, and not prioritized based on geographic factors.

## SP-25 Priority Needs - 91.415, 91.215(a)(2)

### Priority Needs

Table 13 – Priority Needs Summary

1	<b>Priority Need Name</b>	Decent, Safe and Affordable Housing
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Physical Disabilities
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Decent, Safe and Affordable Housing Decent, Safe, Affordable Housing
	<b>Description</b>	Very-low, low and moderate income households within the city are experiencing problems with code issue, health and safety issues and accessibility issues concerning the physical conditions of their housing. The City intends to address these critical needs with Federal and local funds.
	<b>Basis for Relative Priority</b>	The housing stock in the City is aging quickly and showing many signs of stress. Lower income individuals and families, especially elderly and disabled, are in less and less ability to afford and affect repairs. The City does not wish to experience decline in housing stock and supports the needs of the families affected.
2	<b>Priority Need Name</b>	Public Facilities
	<b>Priority Level</b>	Low

	<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Non-housing Community Development
	<b>Geographic Areas Affected</b>	
	<b>Associated Goals</b>	Public Facilities
	<b>Description</b>	Public facilities may need to be addressed either through acquisition/demolition or rehab/construction within low and moderate income neighborhoods.
	<b>Basis for Relative Priority</b>	While the members of the Consortium each recognize public facility needs within their respective jurisdictions, dwindling resources necessitate that the Consortium as a whole and its individual members continue to concentrate primarily on housing needs.
<b>3</b>	<b>Priority Need Name</b>	Public Services
	<b>Priority Level</b>	Low



<b>Population</b>	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Individuals Families with Children Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
<b>Geographic Areas Affected</b>	
<b>Associated Goals</b>	Public Services
<b>Description</b>	Educational, advocacy, employment, economic opportunity needs of low and moderate income persons and families and subgroups within.
<b>Basis for Relative Priority</b>	While the members of the Consortium each recognize public service needs within their respective jurisdictions, dwindling resources necessitate that the Consortium as a whole and its individual members continue to concentrate primarily on housing needs.

### Narrative (Optional)

The above enumerated Priority Needs for the City, relative to CDBG funds, are in addition to the priority needs enumerated in the HOME Consortium Priority Needs table which relate to housing needs. The City maintains that housing ranks high for CDBG Strategic Planning and is reflected in the Annual Action Plan.



## SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

### Introduction

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

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	423,841	2,000	0	425,841	1,200,000	

Table 14 - Anticipated Resources

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

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

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

KHRA, the public housing authority, owns a large tract of land where the former Robert E. Lee Apartments were housed. Due to the ongoing excessive cost to renovate this property the decision was made to demolish these units. One for one replacement housing (128 units) must be built on or around this site per HUD regulations. KHRA continues to explore funding opportunities for new construction. This remains a high priority for the city.

**Discussion**

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

## SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Kingsport		Homelessness Non-homeless special needs Ownership Planning Public Housing neighborhood improvements public facilities public services	Jurisdiction

Table 15 - Institutional Delivery Structure

### Assess of Strengths and Gaps in the Institutional Delivery System

The City of Kingsport has contracted with the Kingsport Housing & Redevelopment Authority to administer the CDBG funds for Kingsport.

CDBG - The City will contract with local sub recipient agencies to deliver CDBG public service activities. KHRA administers the housing rehabilitation and emergency repair program in-house, hiring contractors for construction.

ESG – The Greater Kingsport Alliance for Development (GKAD) receives ESG funding as a competitive grantee, and administers the ESG.

Kingsport is a community that is volunteer and service oriented and the City benefit through working with many agencies and civic groups. Volunteerism is one of Kingsport's strengths and the beneficiaries and clients of local services receive well-planned and thoughtful, kind service.

### Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
<b>Street Outreach Services</b>			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services		X	X
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS		X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
<b>Other</b>			

**Table 16 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

The Greater Kingsport Alliance for Development is the recipient of Emergency Solutions Grant competitive funding. These funds are used to provide emergency homeless prevention and rapid re-housing activities. Other persons who meet a definition of “homeless” are also reached with these funds, which may include veterans and unaccompanied youth.

The City participates with the local Continuum of Care, administered by the Appalachian Regional Coalition on Homelessness (ARCH). ARCH coordinates a number of continuum of care grants and program through many local service agencies. A more detailed description of ARCH’s role is included in other sections of this plan.

Kingsport Housing & Redevelopment Authority receives a Continuum of Care (CoC) grant and a Housing Opportunities for Persons With HIV/AIDS (HOPWA). The City of Kingsport is one of the geographic areas that are served by these funds.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The following agencies and the services they provide address City strengths:

Abuse Alternatives, The Salvation Army Kingsport, Safe House, Haven of Mercy, Interfaith Hospitality Network, Eastern Eight CDC, Horizon CDC and Catholic Charities are all nonprofit organizations that will address the needs of the homeless and potentially homeless. The regional Continuum of Care agency, the Appalachian Regional Coalition on Homelessness, plays an integral role in addressing homeless issues, currently through the Homeless Prevention and Rapid Re-Housing Program.

The First Tennessee Human Resources Agency provides programs in home energy assistance, homebuyer assistance, housing counseling, transportation, adult daycare, and nutrition.

The Upper East Tennessee Human Development Agency provides a weatherization program through local neighborhood service centers. Their services have been greatly expanded due to receiving National Stimulus Program funds.

Locally, the Department of Human Services assists very low and low-income people with financial aid and food stamps.

FEMA Emergency Food and Shelter Local Boards operate in Washington and Sullivan Counties to provide funding to nonprofits who then assist individuals and families.

Gaps in service delivery do occur at times. There are several reasons. Chief among this may be attributed to the geographic area being mountainous and having remote locations, and lacking adequate public transit services outside of the populated areas.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

Gaps in the delivery system will be addressed by continually educating and networking with nonprofit agencies. Efforts will also continue to involve more agencies in the consolidated planning process. The City of Kingsport and the United Way of Greater Kingsport have partnered to provide a homeless services liason to work with the homeless population in the city. The Kingsport Police Department has also employed a social worker to work with the homeless population to act as liason for these clients.



## SP-45 Goals - 91.415, 91.215(a)(4)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent, Safe and Affordable Housing	2020	2024	Affordable Housing		Decent, Safe and Affordable Housing	CDBG: \$500,000	Homeowner Housing Rehabilitated: 200 Household Housing Unit
2	Decent, Safe, Affordable Housing	2020	2024	Affordable Housing Non-Housing Community Development		Decent, Safe and Affordable Housing		
3	Public Services	2020	2024	Non-Housing Community Development		Public Services		Public service activities for Low/Moderate Income Housing Benefit: 2000 Households Assisted
4	Public Facilities	2020	2024	Non-Housing Community Development		Public Facilities		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 250 Households Assisted

Table 17 – Goals Summary

### Goal Descriptions

1	Goal Name	Decent, Safe and Affordable Housing
	Goal Description	The City intends to address the needs of lower income households with structural and code rehabilitation and emergency repair. The goal is to maintain, if not increase, the number of affordable and accessible housing in the city.

<b>2</b>	<b>Goal Name</b>	Decent, Safe, Affordable Housing
	<b>Goal Description</b>	The City of Kingsport is considering realignment of Martin Luther King Boulevard, providing improved access for the Riverview Neighborhood to downtown Kingsport and new public amenity developments associated with the former General Shale property. Possible components of this proposal include acquisition of property owned by KHRA and other private owners, demolition of structures, realignment of right-of-way, creation of new developable property and development of affordable housing on new parcels.
<b>3</b>	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	To provide services to extremely-low, low and moderate income persons and families which address their education, employability, health and safety needs.
<b>4</b>	<b>Goal Name</b>	Public Facilities
	<b>Goal Description</b>	Address needs of public facilities accessible to and located in low and moderate income areas.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The above goals are relative to the non-housing needs of the City. Elsewhere in the Consortium's Consolidated Plan are described goals relative to housing needs. The City participates with the Consortium in addressing the housing needs of the City as well as the region served by the Consortium. However, for the purposes of estimating the number of households that the City of Kingsport will provide affordable housing, the Community Development office has projected the number of extremely low-income, low-income and moderate-income families who will receive housing rehabilitation and emergency repair services. The total number projected for the five-year period covered by the plan is about 250 families, depending on the resources available.



## **SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)**

### **Actions to address LBP hazards and increase access to housing without LBP hazards**

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. The number of units targeted for rehabilitation in the next year, including CDBG and HOME program funds, is 45.

### **How are the actions listed above integrated into housing policies and procedures?**

As alluded to above, the HOME Policies and Procedures which govern the activities of the Consortium, are engaged by the City of Kingsport in the delivery of housing services. These policies include specific requirements relative to lead-based paint hazards. A copy of these policies is attached to the Consolidated Plan.

## **SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)**

### **Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

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

Objectives used to meet this goal involve the use of federal funds for homeownership assistance, rehabilitation of housing, infrastructure improvement, utility tap fees and PSAs to educate the general public about fair housing choice. Efforts will be coordinated with the local Housing Authorities Comprehensive Grant programs to provide rental units for low-income elderly, handicapped and families. Additionally, we will coordinate with local agencies using Tennessee ESG funds to increase the amount and quality of emergency shelter accommodations for the homeless.

### **How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

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

## **SP-80 Monitoring - 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

KHRA has been contracted as the agency to monitor progress of strategies, priorities, and goals contained in the City's Annual Action Plan. KHRA has primary responsibility for administering the CDBG program for the City and is directly involved with most housing and service agencies throughout the jurisdiction as well as monitoring of projects and activities. All activities are reviewed annually to assure they are carried out in accordance with applicable Federal, State and local laws and regulations and are consistent with local and HUD goals and objectives.

The City's CDBG program consistently has several subrecipients carrying out program activities. The City has in place a specific plan for monitoring subrecipients, which will be utilized over the life of the Plan.

Community development also works with the City's Purchasing Department, as well as regionally with the First Tennessee Development District, to ensure that a program of outreach and recruitment of minority business is undertaken. In this program, a list of minority businesses is maintained, new businesses regularly recruited and businesses specifically invited to participate in bidding processes for contracts using Federal funding sources.

## Expected Resources

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

#### Introduction

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

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	423,841	2,000	0	425,841	1,200,000	

Table 18 - Expected Resources – Priority Table

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

CDBG funds will leverage other funds which address some of the housing and non-housing priority needs identified. CDBG funds will leverage local, private funds and volunteer efforts for the KAHR program which provides emergency repair for low income households. Public service



agencies receive various supports from the City government and pursue and receive significant amounts of grant money from federal, state governments and private foundations.

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

KHRA, the public housing authority, owns a large tract of land where the former Robert E. Lee Apartments were housed. Due to the ongoing excessive cost to renovate this property the decision was made to demolish these units. One for one replacement housing (128 units) must be built on or around this site per HUD regulations. KHRA continues to explore funding opportunities for new construction. This remains a high priority for the city.

**Discussion**

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

## Annual Goals and Objectives

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

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent, Safe, Affordable Housing	2020	2024	Affordable Housing Non-Housing Community Development		Decent, Safe and Affordable Housing	CDBG: \$129,942	Homeowner Housing Rehabilitated: 25 Household Housing Unit
2	Public Services	2015	2020	Non-Housing Community Development				

Table 19 – Goals Summary

#### Goal Descriptions

1	Goal Name	Decent, Safe, Affordable Housing
	Goal Description	The City plans to provide rehabilitation and emergency repair to approximately 25 houses within the program year.
2	Goal Name	Public Services
	Goal Description	Public service activities other than low/moderate income housing benefit.



## **AP-35 Projects - 91.420, 91.220(d)**

### **Introduction**

This contains the listed projects that Kingsport wishes to fund for the 2020 year.

#	Project Name
1	KAHR Program
2	H.O.P.E., Inc.
3	South Central Kingsport CDC
4	HOPE VI/108 Loan
5	Program Administration
6	Homeless Services
7	Sons & Daughters of Douglas
8	Lynn Garden Community
9	Code Enforcement

**Table 20 – Project Information**

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

Home repair and rehabilitation remains a top priority as there are many homes that are in need of repairs to make them decent, safe, and sanitary.

The other funding is used for various community enrichment activities that benefit low and moderate income families.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	KAHR Program
	<b>Target Area</b>	
	<b>Goals Supported</b>	Decent, Safe, Affordable Housing
	<b>Needs Addressed</b>	Decent, Safe and Affordable Housing
	<b>Funding</b>	CDBG: \$129,942
	<b>Description</b>	Rehabilitation and emergency repair for low and moderate income households.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	25 homeowners will be served through emergency repair and rehabilitation to their homes.
	<b>Location Description</b>	
	<b>Planned Activities</b>	Rehabilitation and emergency repair.
2	<b>Project Name</b>	H.O.P.E., Inc.
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	Program to encourage educational and cultural opportunities for lower income, minority children and youth.

	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	50 low income and minority children will be served
	<b>Location Description</b>	
	<b>Planned Activities</b>	Educational and cultural enrichment activities are to be provided to disadvantaged, minority youth.
<b>3</b>	<b>Project Name</b>	South Central Kingsport CDC
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	Employment outreach and training opportunities for lower income, minority persons.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Employment and education outreach and training for lower income and minority persons.
	<b>Location Description</b>	
<b>4</b>	<b>Planned Activities</b>	Employment readiness training and cultural enrichment activities.
	<b>Project Name</b>	HOPE VI/108 Loan
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$70,000

	<b>Description</b>	Installment for 108 loan supporting the 2008 HOPE VI project.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	108 Installment.
5	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$67,819
	<b>Description</b>	Program administration.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Program administration.
6	<b>Project Name</b>	Homeless Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$25,000



	<b>Description</b>	Services provided to homeless individuals and families.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	50
	<b>Location Description</b>	
	<b>Planned Activities</b>	Providing services to homeless
<b>7</b>	<b>Project Name</b>	Sons & Daughters of Douglas
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	Services to maintain Douglas facility and operations
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	50
	<b>Location Description</b>	
	<b>Planned Activities</b>	
<b>8</b>	<b>Project Name</b>	Lynn Garden Community
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$10,000

	<b>Description</b>	Services to improve Lynn Garden area of the city
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Lynn Garden community
	<b>Location Description</b>	
	<b>Planned Activities</b>	
9	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Facilities Public Services
	<b>Funding</b>	CDBG: \$91,080
	<b>Description</b>	Code enforcement efforts in the city to improve community
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Operation of code enforcement for City

## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

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

Although the project is not awarded funding based on any specific geographic priority, the only project which is restricted to a geographic area is the South Central Kingsport CDC program. Because South Central is a qualified CBDO, its activities are restricted to the South Central jurisdiction which include specific sections of Census Tracts 402 and 404. These areas are ones in which a significant percentage are low-income and minority populations.

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

All other activities are city-wide.

### **Geographic Distribution**

Target Area	Percentage of Funds

**Table 21 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

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

### **Discussion**

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

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

### **Introduction**

The City Community Development Coordinator is developing a Community Outreach Board, which the members will be citizens representing the low and moderate income households. During a January meeting it was discussed on how to further fair housing within minority groups. The first approach was reaching out to (minority) community leaders. Discussions have been made and implementation plans developed after discussing the needs and barriers facing the minority groups.

### **Actions planned to address obstacles to meeting underserved needs**

#### **Actions Planned to address obstacles to meeting underserved needs:**

- *The City of Kingsport has previously adopted a Fair Housing Ordinance that prohibits discrimination in housing practices and incorporates provisions of the Civil Rights Act of 1964, the Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988. The documents include protection for all citizens regardless of race, color, sex, religion, national origin, disability or familial status.*
- *The distribution of the "Fair Housing, It's Your Right" occurs with contacts with CDBG and other program beneficiaries.*
- *Fair Housing complaints are received and attended by the Community Development office of the City. As inquiries and complaints are received, they are reviewed and, as appropriate, either forwarded to the Fair Housing office of HUD, the Tennessee Human Rights Commission, or to Legal Services of Upper East Tennessee office which provides fair housing advocacy and counseling. Community Development also provides the locally produced "About Renting" booklet which provides valuable information regarding fair housing rights and remedies.*
- *City Community Development staff participates with the Legal Services of Upper East Tennessee staff in providing fair housing training to the staff of the Kingsport Housing and Redevelopment Authority. KHRA staff are traditional points of contact with populations identified as particularly prone to fair housing concerns.*
- *Community Development staff also provide Fair Housing information to the Kingsport Ministerial Alliance who are also points of contact with persons who tend to have some fair housing issues.*
- *The City provides Fair Housing rights information on the local government channel through Charter Communications. The City has a television commercial produced a number of years ago available for broadcast.*
- *The City will be attempting to strengthen and/or expand its cooperative relationship with the two new agencies previously mentioned in the Annual Plan, "Sons and Daughters of Douglass Association" and "HOPE". While previous outreach resulted in awareness of new programs and consideration of funding, Community Development hopes to build on this new relationship as a*

- vehicle to raise awareness of minority needs in the community at large.*
- *Community Development staff has been working with City Planning staff to develop methods of including non-discrimination and Fair Housing rights language in various communications the City Planning Department staff produce and distribute to citizens during development proposals. Staff believes that development projects generate a heightened awareness among affected citizenry and these would be excellent times to communicate discrimination and Fair Housing rights.*

### **Actions planned to foster and maintain affordable housing**

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

### **Actions planned to reduce lead-based paint hazards**

Housing rehabilitation programs and modernization of public housing units by the Kingsport Housing and Redevelopment Authority will continue to abate lead-based paint as it is encountered. Each unit rehabilitated by the City will be assessed for existing and potential lead-based paint hazards, which will be abated. The number of units targeted for rehabilitation in the next year, including CDBG and HOME program funds, is 40.

### **Actions planned to reduce the number of poverty-level families**

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

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

destinations/venues, small business and startups and support hospitality and tourism.

Objectives used to meet this goal involve the use of federal funds for homeownership assistance, rehabilitation of housing, infrastructure improvement, utility tap fees and PSAs to educate the general public about fair housing choice. Efforts will be coordinated with the local Housing Authorities Comprehensive Grant programs to provide rental units for low-income elderly, handicapped and families. Additionally, we will coordinate with local agencies using Tennessee ESG funds to increase the amount and quality of emergency shelter accommodations for the homeless.

### **Actions planned to develop institutional structure**

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

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

The City has a tradition of supporting Public Service agencies with Federal and local funding. In 2020-21, Community Development proposes to fund agencies which perform Public Service functions which serve low and moderate income persons in the City. The maximum amount available for Public Service funding is \$41,270.

South Central Kingsport CDC - For Program Year 2020-21, Community Development proposes to fund South Central at \$10,000. South Central operates the Riverview Employment Outreach Office at 301 Louis Street. Funds would also be utilized to support Operation Weed and Seed in the South Central service area. Primary beneficiaries include public housing residents and other low and very low income persons seeking employment. This activity will be administered through a sub-recipient agreement with South Central Kingsport Community Development Corporation. South Central is a Community-Based Development Organization which was parented by the “Catch the Vision” committee.

HOPE VI – For Program Year 2020-21, the City proposes to set aside \$70,000 for payment of annual installments for a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. The City received approval for \$856,000 Section 108 Loan funds to provide support assistance in the Riverview and Sherwood/Hiwassee neighborhoods as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. HUD has calculated that the City would need to set aside approximately \$70,000

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

## **Discussion**

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

## Program Specific Requirements

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

#### Introduction

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

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

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

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%



## **Discussion**

## Appendix - Alternate/Local Data Sources

<b>1</b>	<b>Data Source Name</b>
	City of Kingsport Economic Development
	<b>List the name of the organization or individual who originated the data set.</b>
	City of Kingsport Economic Development
	<b>Provide a brief summary of the data set.</b>
	<b>What was the purpose for developing this data set?</b>
	<b>Provide the year (and optionally month, or month and day) for when the data was collected.</b>
	2018 Data
	<b>Briefly describe the methodology for the data collection.</b>
<b>Describe the total population from which the sample was taken.</b>	
<b>Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.</b>	

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

A RESOLUTION APPROVING A POLICY PERTAINING TO THE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the city has received federal funding through the Community Development Block Grant (CDBG) program; and

WHEREAS all recipients of CDBG funds must adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, this resolution reiterates that these have been and continue to be the policy of the city, and the city has and will continue to inform all law enforcement agencies within its jurisdiction of this policy.

Now therefore,

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

SECTION I. That the city hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations.

SECTION II. The city agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration.

SECTION III. While the Kingsport Police Department has an excessive force policy in place, the city manager will ensure that the chief of police is aware of the content of this resolution.

ADOPTED this the 4th day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A GRANT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the city has been notified that it has been allocated \$423,841.00 in funds for use to serve low/moderate income persons; and

WHEREAS, in order to receive the funds, the city must submit an Application for Federal Assistance to the Department of Housing and Urban Development (HUD).

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a grant through the Department of Housing and Urban Development (HUD) for the Community Development Block Grant.

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

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

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

ADOPTED this the 4<sup>th</sup> day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **NOTICE OF PUBLIC HEARING**

### **NORTHEAST TENNESSEE/VIRGINIA HOME CONSORTIUM HUD CONSOLIDATED FIVE YEAR STRATEGY 2020-2024 SUMMARY**

#### Overview

The Northeast Tennessee/Virginia HOME Consortium consists of seven local government jurisdictions located in Northeast Tennessee and Southwest Virginia. The Consortium was formed and recognized by the U.S. Department of Housing and Urban Development in 2003 and includes the participating jurisdictions of: Johnson City, Kingsport, Bristol, Bluff City, Washington County and Sullivan County in Tennessee and the Independent City of Bristol, Virginia.

The area covered by the Consortium is primarily urban in nature in and between the Tri-Cities, but also includes some rural areas in the outlying portions of the counties. The population of the area is estimated at 305,000 as of 2019 as reported by the U.S. Census Population Estimates.

The five year HUD Consolidated Plan Strategy seeks to identify housing, service and economic development needs among the jurisdictions and then identify public and private resources and existing and potential community partners to help respond to the needs that are identified, particularly for low and moderate income and special needs citizens living in the Consortium Area.

#### Needs

- New and Redeveloped Affordable Housing including; multi-family (rental), single-family (for purchase) and special needs (housing with supportive services) for low and moderate income and special needs citizens, including persons with physical, mental, and developmental disabilities; veterans and persons re-entering communities from incarceration.
- Shelter and Support Services for homeless persons and persons at-risk of becoming homeless.
- Increased employment opportunities for low and moderate income persons and those with disabilities primarily through the creation of expansions of small business opportunities.
- Stabilization in low to moderate income neighborhoods through infrastructure replacement, public facility installation or expansion.

#### Resources

- HUD Public Housing, CDBG, HOME, ESG and Section Eight Rental and Mortgage Assistance, and Veterans Affordable Supportive Housing Vouchers
- State Housing Trust Fund
- Rural Development Funds
- Federal Home Loan Bank Funding – Cincinnati and Atlanta Banks
- Private Lending Funding – CDFI and Community Investment Tax Credits
- Low Income Tax Credits

#### Community Partners

- Local Housing Authorities
- Community Service Agencies
- Appalachian Regional Coalition on Homelessness (CoC)
- First Tennessee Development District
- Eastern Eight Community Development Corporation

- Fairview Housing
- Appalachian Service Project
- Holston Habitat for Humanity
- Horizon Community Development Corporation
- Washington County Economic Development Council
- NETWORKS Sullivan Partnership

**Program Year 2020 Annual Action Plan**

The City of Kingsport anticipates receiving funds through the CDBG Program for the fiscal year 2020/2021. The annual action plan for use of funds is outlined below.

**Community Development Block Grant**

<b>Administration</b>	<b>\$67,819</b>
<b>HOPE VI – Sec. 108</b>	<b>\$70,000</b>
<b>KAHR</b>	<b>\$129,942</b>
<b>Community Enrichment</b>	<b>\$65,000</b>
<b>Code Enforcement</b>	<b>\$91,080</b>

**Total** **\$423,841**

This Action Plan was formulated through the solicitation of programs by the Community Development Staff and funding requests submitted by public interest groups and agencies. A draft version of the Consolidated Plan and Annual Action Plan is located on the City Website under 'Community Development.' It will be considered by the Board of Mayor and Aldermen after receiving public comment during a public hearing, at their regularly scheduled meeting on Tuesday August 4, 2020 at 7:00 p.m. located in the Large Courtroom located on the 2<sup>nd</sup> floor of City Hall, 225 West Center Street, Kingsport, TN.

The public is invited to offer comments during a required 30 day comment period running July 28, 2020 – August 28, 2020 concerning the proposed use of funds. Written or oral comments should be submitted to the Kingsport Housing & Redevelopment Authority Office at 906 E. Sevier Ave, Kingsport, TN. or by calling 423-245-0135.

CITY OF KINGSPORT

Angie Marshall, Deputy City Recorder

PIT: 7/28/2020



## AGENDA ACTION FORM

### Vacate Portion of Former Cleek Road Right-Of-Way Adjacent to Orebank Road

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

Action Form No.: AF- 177-2020  
 Work Session: August 3, 2020  
 First Reading: August 4, 2020

Final Adoption: August 18<sup>th</sup>, 2020  
 Staff Work By: Savannah Garland  
 Presentation By: Savannah Garland

#### Recommendation:

- Hold Public Hearing
- Approve ordinance vacating a portion of former Cleek Road right-of-way

#### Executive Summary:

This is a request, from the Owners of Joy Estates, to vacate a portion of Cleek Road right-of-way. The area is approximately 2,831 square feet and includes the old road bed for Cleek Road before the road was realigned. City Departments as well as Local Utility Providers have reviewed the request. City staff sees no future use for this right-of-way. During their July 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 July 20, 2020.

#### Attachments:

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY NAMED OLD CLEEK ROAD LOCATED OFF OF CLEEK ROAD SITUATED IN THE CITY OF KINGSPORT, TENTH 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 July 23, 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 July 23, 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 4<sup>th</sup> day of August 2020, and notice thereof published in the Kingsport Times-News on the 20<sup>th</sup> day of July, 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 named Old Cleek Road located off Cleek Road within the City of Kingsport, 10<sup>th</sup> Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at an iron rod with cap, said rod being a corner to lot 1 Joy Estates Subdivision (P.B. 57, PG. 156) and C&M Cleek Family General Partnership (Deed Book 3378, Page 137). Thence along the sideline of Cleek Road, North 41 Degrees 30 Minutes 41 Seconds East, a distance of 2.53 feet to a point. Thence leaving said sideline the following four calls: North 55 Degrees 02 Minutes 28 Seconds East, a distance of 17.25 feet to a point; thence with a curve to the right with an arc length of 51.16 feet, a radius of 78.86 feet, and a chord of North 73 Degrees 33 Minutes 05 Seconds East, a distance of 50.26 feet to a point; Thence South 87 Degrees 59 Minutes 34 Seconds East, a distance of 8.43 feet to a point and with a curve to the right with an arc length of 78.92 feet, a radius of 51.92 feet, and a chord of South 44 Degrees 28 Minutes 42 Seconds East, a distance of 71.54 feet to a point, said point being located on the line of lot 1 Joy Estates and the C&M Cleek Family General Partnership. Thence along lot 1 and Cleek, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 28.71 feet to a point. Thence leaving said property line with a curve to the left, an arc length of 78.51 feet, a radius of 48.46 feet, and a chord of North 78 Degrees 19 Minutes 28 Seconds West, a distance of 70.20 feet to a point in the line of C&M Cleek and lot 1 Joy Estates. Thence with said property line, North 78



Degrees 19 Minutes 28 Seconds West, a distance of 26.24 feet to the point of beginning, containing 0.065 acres, more or less.

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 Tuesday, August 4, 2020, to consider the vacating of right-of-way located off Cleek Road. 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 vacating is generally described as follows:

Beginning at an iron rod with cap, said rod being a corner to lot 1 Joy Estates Subdivision (P.B. 57, PG. 156) and C&M Cleek Family General Partnership (Deed Book 3378, Page 137). Thence along the sideline of Cleek Road, North 41 Degrees 30 Minutes 41 Seconds East, a distance of 2.53 feet to a point. Thence leaving said sideline the following four calls: North 55 Degrees 02 Minutes 28 Seconds East, a distance of 17.25 feet to a point; thence with a curve to the right with an arc length of 51.16 feet, a radius of 78.86 feet, and a chord of North 73 Degrees 33 Minutes 05 Seconds East, a distance of 50.26 feet to a point; Thence South 87 Degrees 59 Minutes 34 Seconds East, a distance of 8.43 feet to a point and with a curve to the right with an arc length of 78.92 feet, a radius of 51.92 feet, and a chord of South 44 Degrees 28 Minutes 42 Seconds East, a distance of 71.54 feet to a point, said point being located on the line of lot 1 Joy Estates and the C&M Cleek Family General Partnership. Thence along lot 1 and Cleek, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 28.71 feet to a point. Thence leaving said property line with a curve to the left, an arc length of 78.51 feet, a radius of 48.46 feet, and a chord of North 78 Degrees 19 Minutes 28 Seconds West, a distance of 70.20 feet to a point in the line of C&M Cleek and lot 1 Joy Estates. Thence with said property line, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 26.24 feet to the point of beginning, containing 0.065 acres, more or less.

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager, Kingsport Library, and Planning Office for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-343-9783.

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

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
P1T: 07/20/2020

<b>Property Information</b>	Right-of –Way Vacating		
<b>Address</b>	2384 Cleek Road		
<b>Tax Map, Group, Parcel</b>	R-O-W on TM 47, Parcels 54.00		
<b>Civil District</b>	10 <sup>th</sup> Civil District		
<b>Overlay District</b>	N/A		
<b>Land Use Designation</b>	Single Family Residential		
<b>Acres</b>	+/- 0.065		
<b>Applicant #1 Information</b>		<b>Surveyor Information</b>	
<b>Name:</b> John Rose <b>Address:</b> 1017 Hill Road <b>City:</b> Blountville <b>State:</b> TN <b>Zip Code:</b> 37617 <b>Phone Number:</b> (423) 575-2449		<b>Name:</b> Alley & Associates <b>Address:</b> 243 E. Market St. <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37660 <b>Email:</b> N/A <b>Phone Number:</b> (423) 392-8896	
<b>Planning Department Recommendation</b>			
<b>(Approve, Deny, or Defer)</b>  <b>The Kingsport Planning Division recommends sending a favorable recommendation to the Planning Commissioners to vacate a portion of Old Cleek road:</b> <ul style="list-style-type: none"> <li>Request was reviewed by all utility providers and city departments</li> </ul> <b>Staff Field Notes and General Comments:</b>  The applicant for this request owns the property to the subject area. The request vacating area consists of approximately 0.065 acres (2,831 sq feet). The area is part of the Old Cleek road. The road was realigned and this portion of the right-of-way was not needed for the new road construction. The applicant owns the property on either side of this section of Old Cleek Road.			
<b>Planner:</b>	Garland	<b>Date:</b> 6/17/20	
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>July 23, 2020</b>
<b>Approval:</b>			
<b>Denial:</b>		<b>Reason for Denial:</b>	
<b>Deferred:</b>		<b>Reason for Deferral:</b>	

**PROPERTY INFORMATION**

Old Cleek Road

**ADDRESS**

2384 Cleek Road

**DISTRICT, LAND LOT**

Sullivan County

10<sup>th</sup> Civil District, TM 47, Parcels 54.00**OVERLAY DISTRICT**

N/A

**CURRENT ZONING**

A-1

**PROPOSED ZONING**

R-1B

**ACRES** +/- 0.065**EXISTING USE** Street Right-of-Way**PROPOSED USE** Residential**PETITIONER 1:** John Rose

1017 Hill Road Blountville, TN 37617

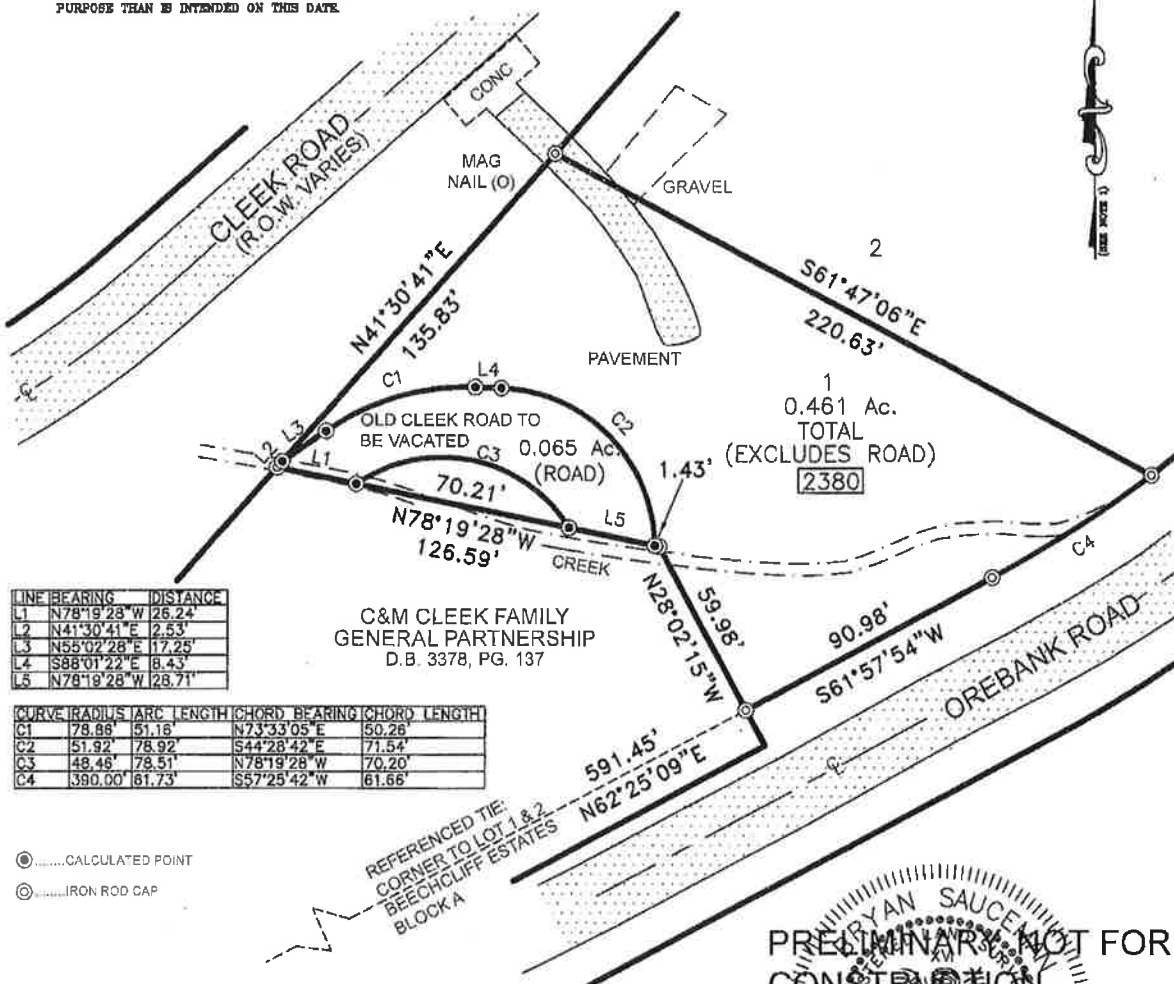
**INTENT**

The applicant is requesting that the portion of the old Cleek Road right-of-way located behind their property be vacated by the City of Kingsport. The purpose of this request is to eliminate the large curve in the property line. The area requested to be vacated is approximately 2,831 square feet. The applicant owns the property on both sides of the Old Cleek Rd portion. This area is part of the old 30' road way that was left over after Cleek road was realigned.

This request has been reviewed by all City Departments and they have approved the request as there are no City utilities within that area. The City Departments have responded that there is no need to keep this portion of the old Cleek Road open for public access.

Staff recommends approval of the vacating of a portion of the old Cleek Road right-of-way as the City staff see no future use for the property.

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



**ALLEY & ASSOCIATES, INC.**

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

MAP OF: OLD CLEECK ROAD VACATION

OWNER: \_\_\_\_\_

CIVIL DISTRICT: 10TH COUNTY: SULLIVAN

STATE: TENNESSEE TAX MAP 47 PARCEL P/64

SCALE: 1 INCH = 50' DATE: JUNE 29, 2020

REFERENCE: \_\_\_\_\_

20-11722

FB/PG: N/A

FOR: \_\_\_\_\_

## Legal Description

Beginning at an iron rod with cap, said rod being a corner to lot 1 Joy Estates Subdivision (P.B. 57, PG. 156) and C&M Cleek Family General Partnership (Deed Book 3378, Page 137). Thence along the sideline of Cleek Road, North 41 Degrees 30 Minutes 41 Seconds East, a distance of 2.53 feet to a point. Thence leaving said sideline the following four calls: North 55 Degrees 02 Minutes 28 Seconds East, a distance of 17.25 feet to a point; thence with a curve to the right with an arc length of 51.16 feet, a radius of 78.86 feet, and a chord of North 73 Degrees 33 Minutes 05 Seconds East, a distance of 50.26 feet to a point; Thence South 87 Degrees 59 Minutes 34 Seconds East, a distance of 8.43 feet to a point and with a curve to the right with an arc length of 78.92 feet, a radius of 51.92 feet, and a chord of South 44 Degrees 28 Minutes 42 Seconds East, a distance of 71.54 feet to a point, said point being located on the line of lot 1 Joy Estates and the C&M Cleek Family General Partnership. Thence along lot 1 and Cleek, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 28.71 feet to a point. Thence leaving said property line with a curve to the left, an arc length of 78.51 feet, a radius of 48.46 feet, and a chord of North 78 Degrees 19 Minutes 28 Seconds West, a distance of 70.20 feet to a point in the line of C&M Cleek and lot 1 Joy Estates. Thence with said property line, North 78 Degrees 19 Minutes 28 Seconds West, a distance of 26.24 feet to the point of beginning, containing 0.065 acres, more or less.





5/2020, 2:05:16 PM

Iran County Parcels	Street_ROW	River
Lake_Pond	Hawkins County Parcels	Street_ROW
Parcel_Conflict	Lake_Pond	Urban Growth Boundary
Parcels	Parcel_Conflict	
Railroad_ROW	Parcels	
River	Railroad_ROW	





## Zoning



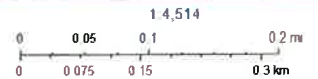


## Future Land Use



6/25/2020, 2:11:09 PM

Kpt 911 Address	River	Railroad_ROW	Single Family
Sullivan County Parcels	Street_ROW	River	Multi-Family
Lake_Pond	Hawkins County Parcels	Street_ROW	Industrial
Parcel_Conflict	Lake_Pond	Urban Growth Boundary	Retail/Commercial
Parcels	Parcel_Conflict	Future Land Use	Public
Railroad_ROW	Parcels	Agri/Vacant	Utilities



Web AppBuilder for ArcGIS

**RECOMMENDATION:**

Staff recommends approval for the vacating of the right-of way off Old Cleek road located on tax map 47 Parcel 58.



## AGENDA ACTION FORM

### Accept the Improve Act Funds from the Tennessee Department of Transportation to Construct a Public Transit Garage

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

Action Form No.: AF-206-2020  
 Work Session: August 3, 2020  
 First Reading: August 4, 2020

Final Adoption: August 18, 2020  
 Staff Work By: KATS staff  
 Presentation By: Chris Campbell

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Tennessee Department of Transportation (TDOT) has awarded KATS an Improve Act Grant for \$2,446,907. This money will be used to construct a vehicle storage/maintenance facility with associated parking area. This new facility will be constructed on the empty parcel adjacent to the KATS transit center located at 900 East Main Street. The local match for this project has been secured. The estimated cost for this project is outlined below.

State (75%) Local (25%)	Local	State	Total
Construction	\$815,635 total	\$2,446,907	\$3,262,542

#### Attachments:

1. Ordinance
2. TDOT Contract

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: *mw*

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

# PRE-FILED CITY RECORDER

ORDINANCE NO.

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND  
BUDGET 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 Project Fund be increased by accepting funds from the Tennessee Department of Transportation in the amount of \$2,446,907 to the Transit Garage project (GP1727) for the construction of a public transit garage.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Project Fund: 311</u></b>			
<b><u>Transit Garage (GP1727)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	0	2,446,907	2,446,907
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	588,415	0	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332	0	30,332
311-0000-391.01-00 From General Fund	148,121	0	148,121
<b><u>Totals:</u></b>	<b>866,458</b>	<b>2,446,907</b>	<b>3,313,365</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	0	2,446,907	2,446,907
311-0000-601.40-41 Bond Sale Expense	6,787	0	6,787
311-0000-601.90-03 Improvements	859,671	0	859,671
<b><u>Totals:</u></b>	<b>866,458</b>	<b>2,446,907</b>	<b>3,313,365</b>

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 7/1/2020		<b>End Date</b> 6/30/2023		<b>Agency Tracking #</b> 40100-19120	
<b>Edison ID</b> 65968					<b>Edison Vendor ID</b> 1562
<b>Grantee Legal Entity Name</b> City of Kingsport					
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA #</b>  <b>Grantee's fiscal year end</b> <b>June 30</b>			
<b>Service Caption</b> (one line only) SFY 2021 IMPROVE Act Capital Assistance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021	\$2,446,907.00				\$2,446,907.00
<b>TOTAL:</b>	<b>\$2,446,907.00</b>				<b>\$2,446,907.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		TDOT considers agencies' geographic distribution, and distribution amongst rural and urban agencies, and evaluates benefits, impact, project readiness, leverage potential of funding, and local and MPO financial support.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>CPO USE – GG</b>  <b>Z-21-IMPV-03</b>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302000			

Address #1

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF KINGSPORT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of capital assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with all state and applicable federal rules and requirements regarding procurement, construction, and project reimbursement.
- A.3. The Grantee shall utilize funds for capital assistance to support public transportation services in Tennessee as described in Grantee's 2021 IMPROVE Act Grant Award Application, submitted to and as approved by State.
- A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. below);
  - b. the Grantee's SFY 2021 IMPROVE Act Grant Award Application, submitted to and as approved by State.

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2020 ("Effective Date") and ending on June 30, 2023 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million, Four Hundred Forty-six Thousand, Nine Hundred and Seven Dollars and No Cents (\$2,446,907.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Two, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Tennessee  
Multimodal Transportation Resources Division  
505 Deaderick Street – James K. Polk Building, Suite1200  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Tennessee, Multimodal Transportation Resources Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.



- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal

agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State.



The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

John K. Brock, Transportation Program Monitor 2  
Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
James K. Polk Building, Suite 1200  
505 Deaderick Street  
Nashville, Tennessee 37243  
john.k.brock@tn.gov  
Telephone # (615) 741-3432  
FAX # (615) 253-1482

The Grantee:

Chris Campbell, AICP  
Public Transportation Manager  
Kingsport Area Transit Service  
900 East Main Street  
Kingsport, Tennessee 37660  
ChrisCampbell@KingsportTn.gov  
Telephone # (423) 224-2857  
FAX # (423) 224-2615

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including

the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any

remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.



- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E4 Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's

policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.6. T.C.A. Section 13-10-107 Compliance.
- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
  - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
  - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
  - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
  - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
    - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
    - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
    - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
  - 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
    - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
    - b) Property Damage Liability – minimum of \$300,000.00 per incident.
    - c) Comprehensive – maximum deductible of \$500.00.
    - d) Collision – maximum deductible of \$500.00.
    - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
  - 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

(h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

- E.10. Vehicle Disposal Process. The Grantee shall adhere to disposal process as described in the State Management Plan for FTA Programs of the Tennessee Department of Transportation on file with the Federal Transit Administration (FTA)
- E.11. Vehicle Disposal Proceeds. All proceeds from the disposal of the vehicle as described in the vehicle disposal process shall be accounted for and used for transportation program activity expenses.
- E.12. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,

CITY OF KINGSPORT:

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PATRICK SHULL, MAYOR

DATE

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PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

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CLAY BRIGHT, COMMISSIONER

DATE

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JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE



02-21-20 GG

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

**ATTACHMENT ONE**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

SUITE 700, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0349  
(615) 741-2848

**CLAY BRIGHT**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

April 24, 2020

Mr. Chris Campbell  
900 East Main St.  
Kingsport, TN 37660

RE: IMPROVE Act Application for Transit Center-Phase 2

Dear Mr. Campbell:

I am pleased to inform you that TDOT has selected Kingsport Area Transit's application for funding under the IMPROVE Act Competitive Transit Capital Grant Program. The award is for \$2,446,907 in State Fiscal Year (SFY) 2020. Staff will be in contact with you about getting a contract in place.

Congratulations on the selection of your project for funding. TDOT thanks you for your commitment to providing public transportation in your community. If you have any questions or need additional information, please feel free to contact Mr. John Brock at 615-741-3432 or via email at [John.K.Brock@tn.gov](mailto:John.K.Brock@tn.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Clay Bright".

Clay Bright  
TDOT Commissioner

cc: Preston Elliott, Deputy Commissioner  
Suzanne Carlson, Multimodal Director  
Larry Sanborn, Multimodal Assistant Director  
Kaitlyn McClanahan, Grant Administration Supervisor  
George Mitchell, Grant Compliance Supervisor  
Candace Sherer, Transit Planner

**PART I – APPLICANT INFORMATION****Agency Staff**

Executive Director of Transit Agency: Chris Campbell  
Grant Application Point of Contact: Candace Sherer  
Point of Contact Title: Transit Planner  
Email Address: candacesherer@kingsporttn.gov  
Phone Number: 423-343-9711  
Street Address: 900 East Main Street  
City and Zip Code: Kingsport, TN 37660

**Compliance Status**

If the applicant has any overdue corrective actions that are the result of past FTA or TDOT compliance reviews or audits, please explain.

KATS has no overdue corrective actions.

**PART II – PROJECT INFORMATION**

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

**Project Details**

- 1) Project Name: KATS Transit Center-Phase 2
- 2) MPO/RPO/TPO: MPO
- 3) Does the proposed project have the support of the local RPO/MPO/TPO, indicating support for the project?      Yes ☒ No ☐

**\*Attach a letter of support** from the corresponding RPO/MPO/TPO that details how the proposed project helps accomplish Long Range Transportation and/or Coordination Plan activities.

- 4) Please check all that apply.

- ☐ Transit Center
- ☒ Administration, Maintenance, and Storage Facilities and Equipment
- ☐ Bus Rapid Transit or Fixed Guideway Stations
- ☐ Park and Ride Lots
- ☐ ROW Acquisition for Transit and Transit Oriented Development (TOD) Projects
- ☐ Intelligent Transportation System (ITS) and Technology
- ☐ Passenger Amenity Projects
- ☐ Transit Fueling and Electric Charging Stations
- ☐ Rolling Stock and Associated Equipment
- ☐ Safety and Security Equipment
- ☐ Other (Please be specific):

Transit Center Phase 2- Construction of a new vehicle storage garage/maintenance facility

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## 5) Urban Area/s to Benefit from the Project:

- |                             |          |
|-----------------------------|----------|
| 1. <u>City of Kingsport</u> | 4. _____ |
| 2. _____                    | 5. _____ |
| 3. _____                    | 6. _____ |

## 6) Rural Areas / Counties to Benefit from the Project:

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

7) Is the proposed project located within a County designated as exhibiting signs of economic distress\* (see attached TDEC map, counties coded in blue)? Yes ☐ No ☒

If yes, identify the counties exhibiting economic distress that will benefit from the proposed project.

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |



**Project Description**

Provide a detailed description of the proposed project and the scope of all work to be performed. Include a map of the proposed project area and/or photos of the proposed project items, if applicable. Attach a separate sheet if necessary.

In 2014, Kingsport Area Transit Service (KATS) conducted a transit facility needs assessment study, as well as an environmental assessment study to determine the best solution (renovate or construct new) for the transit facility. Based on the information collected, it was recommended that KATS construct a new comprehensive transit facility to serve the existing and future needs of KATS. The preferred location chosen for the project was the Kingsport Foundry Site located 900 East Main Street in downtown Kingsport. This triangular site bordered by East Sullivan Street, East Main Street and Unicoi Street is the ideal location for a new transit facility which serves as a gateway to downtown Kingsport. After 5 years of planning, researching, and accumulating funding, The Kingsport Area Transit Service proudly began operations out of their new transit facility on June 10, 2019.

This grant's scope is for Phase 2 which will include construction of a transit vehicle storage building, parking and a wash bay system for transit vehicles. The intent of this grant is to receive funding to construct Phase 2 of this comprehensive project. Phase 2 of this project is critical for completing the comprehensive plan for this site and is necessary to operate efficiently and effectively. As public transit expands and grows, so too will the vehicle fleet. In addition to storing and maintaining our current fleet, the Phase 2 bus storage facility will be able to house larger buses and additional vehicles. The bus wash facility will increase the longevity and performance of the fleet. Having both vehicle storage and maintenance needs on the same site will greatly enhance the efficiency of our operations.

Currently, the KATS vehicles are located and secured miles away from the new transit center. This creates an inefficiency in operations and causes delays to the transit service. On the mornings of operation, employees are required to park their cars at the current location and shuttle down to the old facility. Upon reaching the garage, the employees inspect their vehicles and return to the new facility to start the first 7:30 am run. At the end of the day, employees must return their vehicles to the parking garage in order to perform their post trip inspection. At this point, they will begin to shuttle back as they can to the new transit facility at 900 East Main Street in order to clock out and return to their own vehicles. This is a temporary solution until the Phase 2 Transit Center garage is built.

The benefits of vacating the current storage facility are significant. The existing facility location is surrounded by what is referred to in downtown Kingsport as the "Academic Village". The Academic Village is a conglomerate of buildings located in one location in Kingsport's downtown area that offers several certification courses hand-crafted with local businesses in mind. The goal is to help motivated individuals find a fulfilling job or to obtain relevant certifications in their field of interest by offering numerous fields of study. The Academic Village is comprised of the following: The GED Education Center, The RCAM (Regional Center for Advanced Manufacturing), the Northeast State Nursing Program, and the Kingsport Center for Higher Education (KCHE) administered by Northeast State Community College.

It has been a major initiative in Kingsport to support educational opportunities locally. Within the past 6 months, the "Inventor Center" has also opened its doors and has also provided a different venue of opportunity. This membership based facility supports local entrepreneurship and creates an environment that inspires the maker community to network, collaborate, practice their craft and learn new skills through classes, workshops and hands on demonstrations.

Completing Phase 2 of the comprehensive transit facility project is part of an overall master plan to redevelop prime real estate that allows for Governor Bill Lee's initiatives to come to fruition. Some of these stated initiatives include strengthening public education and expanding school choice, creating future workforce initiatives to prepare students for the jobs of the future in science, technology, engineering and math, creating the Governor's investment in vocational education to expand access of vocational and technical training to students. Vacating the existing transit facility is a mutual win for transit and the educational community at large.

## **Project Benefits**

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

### **1) Reduction of Congestion**

Discuss how the proposed project promotes transportation choices and the reduction of congestion.

- How will the proposed project increase public transit ridership?
- How will it improve overall transit system performance?
- Please provide supporting data or metrics if available.

KATS is now providing a transit center that supports: better transit operations, improved safety, increased ridership and enhanced service, is flexible and expandable, and promotes economic and sustainable development. The new facility has been met with great support from the City of Kingsport and continued enthusiasm from passengers. Many passengers have commented that they are pleased with the safety in boarding the buses on the platform. The passengers have also stated that they like knowing where the numbered route location on each bus will be each time instead of having to locate it each time as was the case at our prior transit facility. KATS believes positive changes in safety, flexibility, newly developed routes that reach new areas and additional riders, an aesthetically pleasing facility and a new route Google transit application to assist with ease of use will all increase public transit ridership.

Phase 2 will be to construct a transit vehicle storage/maintenance facility to the rear of the site, with enclosed parking provided for 14 buses, 10 paratransit vehicles and staff vehicles. Additional bays will be provided for vehicle wash. In addition, parking is provided on the site for visitors to the facility and transit riders. By being co-located with the transit center, the Bus storage will be in an ideal location; if a bus is needed, it will be on site in lieu of using excessive time and cost expended to retrieve stored vehicles from a remote location.

A solid public transit system must start with functional vehicles, which can be a massive investment for governments and the transit industry. KATS has just purchased 4 new buses and 5 new vans which will be key for performance and customer service. The need to protect this investment becomes essential to daily commutes and goes hand in hand with a thriving economy. One tactic to protect public transit vehicles and ensure investment is spent appropriately, is having a storage space to house these vehicles. Garages protect vehicles from damaging elements such as the sun which causes external paint fading and internal dashboard cracking when it's hot and snow in colder regions as well as issues from vandalism such as slashed tires and graffiti. Overheating, iced windshields, dry rotted tires, rust resulting from dew that has collected, and damage to vehicle paint must all be considered when choosing the most efficient way to protect transit vehicles. The sun's rays damages interior plastics, hardens and cracks rubber seals (door seals/glass seals), and fades the paint. Leaves and dirt that fall on vehicles stored outside eventually find their way into water channels below the front windscreen and also right behind the front fender, just ahead of the door. This has the effect of blocking water that is supposed to drain off, hence trapping moisture and causing rust. Vehicles that are stored inside also initially perform better on bitterly cold mornings.

Vehicles are the billboard for a transit facility. How a vehicle looks and is maintained has a direct impact on ridership. A well maintained fleet will improve overall system performance and reliance which will benefit customers and help prolong the initial transit vehicle investment.

Another factor to consider for system performance is time delay. Storing vehicles inside can prevent breakdowns. When a vehicle must be taken out of service for repair, everyone loses including the customer. Buses that must be swapped out due to mechanical failure causes interruption to the bus service. When buses are at fleet being repaired, customer service can be impacted by delays. There have even been times when a van had to be put on a route in order to keep transit service running. This is not an ideal situation. Vehicles maintained in a state of good repair equals a more reliable service which in turn leads to greater ridership numbers with reduced operational costs.

All of these components will improve overall transit system performance.

### **2) Economic Development**

Discuss how the proposed project promotes economic development.

- Does the project impact the ability of employees to reach their place of employment?
- Does the project have other economic development benefits?
- Please provide supporting data or metrics if available.

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

Currently, the KATS vehicles are located and being stored at the prior transit center location at 141 Clay Street. This location is miles from the new transit center at 900 East Main Street. On the mornings of operation, employees are required to park their cars at the new transit center and shuttle down to the old facility with fellow employees. The employees clock in at the new facility and wait until all other employees arrive so they can begin shuttling down to retrieve the buses. Upon reaching the garage, the employees inspect their vehicles and return to the new facility by shuttling back in groups in order to start the first 7:30 am run. At the end of the day, employees will begin to shuttle back as they become available at the end of their route to return their vehicles to the parking garage in order to perform their post trip inspections. The employees will travel back to the new transit facility at 900 East Main Street in shuttle shifts in order to clock out and return to their own vehicles. Although this is a temporary solution until the Phase 2 Transit Center garage is built, this situation is a waste of overall operational dollars and time of several employees. The new garage will reduce administrative costs immediately and allow employees to obtain vehicles readily on-site. Having the vehicles on-site will allow employees more time in the morning and afternoon to inspect vehicles more thoroughly which also relates to safety.

The economic development benefits of vacating the current garage are significant. The previous garage location is surrounded by what is referred to in downtown Kingsport as the "Academic Village". The Academic Village, developed in 2002, is a 54,000 square-foot facility located in Kingsport's downtown area that offers several certification courses hand-crafted with local businesses in mind. The goal is to help motivated individuals find a fulfilling job or to obtain relevant certifications in their field of interest by offering numerous fields of study. The Academic Village is comprised of the following: the GED Education Center, the RCAM (Regional Center for Advanced Manufacturing), the Northeast State Nursing Program, and the Kingsport Center for Higher Education (KCHE) administered by Northeast State Community College. KCHE offers educational programs from these four schools and is part of the larger Academic Village, which according to a recent study had an economic impact of nearly \$90 million in a span of 7 years. Between 3,000 and 3,500 higher education students are seeking degrees in classes held in the village or other locations in the downtown of the Model City. In addition to those students, between 1,000 and 1,500 students a year participate in non-degree classes, including employees of area industry in training. The center also hosts about between 150 and 175 community meetings a year. A recent study conducted by educational consultant Fred Martin of Knoxville showed an \$87.5 million economic impact between 2008-2015 to Kingsport and its surrounding area because of Northeast State's presence in the Kingsport Academic Village. The Academic Village grew out of a 1999 economic summit.

Another program, DB-EXCEL (Dobyns-Bennett Excellence in a Creative Environment for Learning), is an example of the cutting-edge education the district provides. DB Excel allows high school students to learn at their own pace through a blended learning model, taking some of their courses online while also having access to instructors and support staff. The program is housed in the Kingsport Press Building, home of Kingsport City Schools' main office and the Kingsport Chamber of Commerce in downtown Kingsport.

It has been a major initiative in Kingsport to support educational opportunities locally. Within the past 6 months, the "Inventor Center" has also opened its doors and has also provided a different venue of opportunity. This membership based facility supports local entrepreneurship and creates an environment that inspires the maker community to network, collaborate, practice their craft and learn new skills through classes, workshops and hands on demonstrations.

While it is exciting and inspiring to see the steady growth of quality of life in the community with an increased initiative for education in Kingsport, the downtown academic area is now "landlocked" and expansion is still needed for new educational initiatives. Vacating the transit facilities for downtown redevelopment is a mutual win for transit and the educational community. Completing Phase 2 of the comprehensive transit facility project is part of an overall master plan to redevelop that piece of prime real estate that allows for Governor Bill Lee's initiatives to come to fruition. Strengthening public education and expanding school choice, creating future workforce initiatives to prepare students for the jobs of the future in science, technology, engineering and math, creating the Governor's investment in education to expand access of vocational and technical training to students are among some of Lee's stated initiatives.

### 3) Safety

Discuss how the proposed project benefits the health, safety, and welfare of the public.

- Does the project improve safety for passengers or others?
- Does the project enable the agency to maintain assets in a state of good repair?
- Please provide supporting data or metrics if available.

Public transportation systems bring many benefits to individuals, communities, and the local economy. Some of these benefits include financial, reduction in air pollution, increased fuel efficiency, reduced traffic congestion, increase in mobility and self sufficiency, increase in safety in traveling and the overall encouragement of healthier habits in lifestyle.

Taking the bus is safer than driving a car, not only in terms of the safety of the vehicles themselves, which are maintained much more regularly than a personal car, but also in terms of the driving habits and training of the operators. Transit operators, and the ones that work for Kingsport Area Transit Service in particular, receive much more training than the average automobile driver (a CDL is required as well as a 6 week on the job training program) and also receive refresher training on a regular basis as well. Statistically, bus related accidents happen at a lesser rate, and with much lower passenger fatality rates than car travel does.

Public transportation is linked to healthier lifestyles, as people who use public transportation are said to get more than three times the amount of physical activity per day than those who don't, just from walking to and from their transit stops and their final destination.

By moving people more efficiently, public transit produces significantly less air pollution per passenger mile than a standard car carrying a single driver. Buses emit 20% less carbon monoxide, 10% less hydrocarbons, and 75% less nitrogen oxides per passenger mile than an automobile with a single occupant.

Phase 2 of this project is the implementation of a storage garage/ maintenance facility for the newly constructed transit center. The garage is critical for completing the comprehensive plan for this site and is necessary to operate efficiently, effectively and safely. As public transit expands and grows, so too will the vehicle fleet and the need to secure those assets. In addition to storing and maintaining our current fleet, the Phase 2 Transit Storage will be able to house larger buses and additional vehicles.

One of FTA's highest priorities is helping transit agencies maintain bus systems in a State of Good Repair (SGR). Transit agencies must have practices in place to preserve and expand transit investments. A solid public transit system must start with functional vehicles, which can be a massive investment for governments and the transit industry. The need to protect that investment becomes essential to daily commutes and goes hand in hand with a thriving economy. One tactic to protect public transit vehicles and ensure investment is spent appropriately, is having a storage space to house these vehicles. Vehicles that must be parked outside would be subjected to weather and possible vandalism which does not protect initial costly investments. Garages protect vehicles from damaging elements such: 1. the sun which causes external paint fading and internal dashboard cracking when it's hot 2. the snow in colder seasons 3. issues from vandalism such as slashed tires and graffiti. Overheating, iced windshields, dry rotted tires, rust resulting from dew that has collected, and damage to vehicle paint must all be considered when choosing the most efficient way to protect transit vehicles. The sun's rays damages interior plastics, hardens and cracks rubber seals (door seals/glass seals), and fades the paint. Leaves and dirt that fall on vehicles stored outside eventually find their way into water channels below the front windscreen and also right behind the front fender, just ahead of the door. This has the effect of blocking water that is supposed to drain off, hence trapping moisture and causing rust. Vehicles that are stored inside also initially perform better on bitterly cold mornings.

This facility will be vital in maintaining and prolonging the state of good repair of the vehicle fleet as well as offering a safe location for employees to park and conduct pre/post maintenance of KATS vehicles. The safety of employees is also a priority at KATS. We believe having the employees on site while performing pre/post maintenance of their vehicles is safer than being offsite. Having the vehicles on-site will allow employees a safer environment and more time in the morning and afternoon to inspect vehicles more thoroughly which also relates to safety and overall customer service.

The bus wash facility will increase the longevity and performance of the fleet. Having both vehicle storage and maintenance needs on the same site will greatly enhance the safety, efficiency, and longevity of our operations. Safety is always a concern and should be the number one priority in transportation. Obtaining the vehicle storage facility is a priority because maintenance and preservation of the fleet in a state of good repair will benefit both employees and customers.

**Procurement**

Grantees are required to follow their own procurement policies, as well as comply with all state and federal (where applicable) rules and requirements regarding procurement, construction, and project reimbursement.

**Project Readiness**

- 1) **\*Attach a Proposed Project Timeline.** Include activities that have been completed.
- 2) Estimated Date TDOT should expect the first reimbursement invoice request: September 2020
- 3) Estimated Date TDOT should expect the last reimbursement invoice request: January 2022

**For Proposed Construction Projects Only**

- a) Have the services of an A/E firm been procured for any preliminary engineering or design work? Yes ☒ No ☐

If yes, please provide a brief explanation of the work completed.

At the time of grant submission, the City of Kingsport has procured services of an A and E firm. The City of Kingsport bid the project and selected a consultant who has provided a calendar of work progress. Bid documents are projected to be available in April 2020.

- b) Will the services of the A/E firm be retained throughout the remainder of the design, engineering, and/or construction phases? Yes ☒ No ☐ N/A ☐

If yes, please explain in detail.

KATS would expect the A/E firm to be retained in order to oversee the planning, design, and construction of the project, from its beginning to its end. Construction Management would be crucial for implementing various operations through proper coordination and control of planning, design, estimating, contracting and construction in the entire process.

## **Proposed Project Timeline for KATS Vehicle Storage/Maintenance Facility**

November 22, 2016:	Right of way purchased
September 29 2019:	Advertise for Expression of Interest/RFQ for A & E services
October 23, 2019:	Bid Opening for A & E work
November 2019:	Award A & E work
December 2019:	Improve Act Grant Awarded for Phase 2 Storage/Maintenance Facility
February 2020:	Contract Authorized
May 2020:	Construction RFP
June 2020:	Construction Contract Award
July 2020:	Construction Mobilization
September 2021:	Project Substantially Complete
December 2021:	Construction Complete

- c) Was the procurement of the A/E firm competitively bid? If yes, please attach the supporting documentation (independent cost estimates, RFP, RFQ, ITB, evaluation criteria and evaluation results, etc...).

Yes ☒ No ☐

If no, please provide a narrative justification.

N/A

- d) Is any part of the project to be constructed inside State or Federal highway right-of-way? Yes ☐ No ☒
- e) Will the project impact an existing or eligible National Register Historic Site or District? Yes ☐ No ☒
- f) Does the project include a pedestrian/bike bridge or tunnel or impact an existing TDOT structure? Yes ☐ No ☒
- g) Does the project exist within 200-ft of a railroad or will any part of the project impact a rail line? Yes ☐ No ☒
- h) Is the proposed project within a designated floodplain? Yes ☐ No ☒

**Local Support for Project**

**\*Please attach a Commitment Letter** from the governing body confirming the availability and source of local funds to support the proposed project.

**Project Budget**

1) Provide a proposed Budget Summary in the table provided below. The proposed project may or may not include federal funds, but the maximum state share of the project is limited to three times the local share of the project.

Examples:

- A \$4M project may be funded by \$3M state and \$1M local with no use of federal funds.
- A \$10M project may be funded with \$6M federal, \$3M state, and \$1M local funds.

Total Proposed Project Budget: \$ 3,262,542

Please complete the budget amounts to fund the proposed project:

Requested IMPROVE Act Funds	\$ 2,446,907
Local Tax Revenue Matching Funds	\$ 815,635
Contract Revenue Matching Funds	\$
Other State Funds	\$
Federal Funds	\$
Federal Funds	\$
Other Funds	\$
TOTAL	\$ 3,262,542

- a. Please provide details for any funds categorized as "Other State Funds", "Contract Revenues", and Other (specify).

N/A

- b. Please provide details for any funds categorized as Federal Funds. Identify the federal program of the funds, as well as whether the funding is currently awarded to the applicant.

N/A

- c. In some cases, TDOT may consider funding a portion of the proposed project. Would the applicant consider accepting a reduced project scope/amount of funding?

Yes ☒ No ☐

If yes, provide a narrative on how a reduced amount of funding would impact the proposed project details, description, benefits, and/or budget.

For scalability purposes, this project could be implemented in smaller phases. To reduce the overall budget, one option would be to forgo construction of the wash bay. The reduction of the wash bay would result in a reduction of approximately \$550,000 (\$412,500 state and \$137,500 local). KATS would also be acceptable to receiving partial funding this fiscal year and the remaining next year.



2) **\*Please attach a Detailed Budget.** The Detailed Budget should include a breakdown of the costs associated with all activities that are reasonably foreseeable and expected to be reimbursed with IMPROVE Act funds. Major project scope deviations may not be eligible for reimbursement with IMPROVE Act funds. Please be as diligent and detailed as possible with the proposed budgeted amounts.

3) **\*Please attach detailed cost documentation.** In addition to a Detailed Budget, at a minimum, applicants must include an independent cost estimate(s) and support documentation to show due diligence in capturing all associated costs to see the project through to completion. Significant post-award cost overruns may not be eligible for reimbursement with IMPROVE Act funds.

### **Evaluation Criteria**

Project applications are evaluated and awarded funds based on a competitive selection process by TDOT that takes into consideration several evaluation criteria, geographic distribution, and distribution amongst rural and urban transit agencies.

### **Scoring Factors**

Applicant Compliance Status – 5 points

Project Benefits – 60 points

Project Readiness – 20 points

Project Location in Economically Distressed County – 5 points

Local Support in Excess of Minimum Required– 10 points

TOTAL – 100 points

***END OF APPLICATION***

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

**ATTACHMENT TWO****UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
<b>SCOPE—CAPITAL</b>					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
<b>SCOPE—PLANNING</b>					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99.xx.xx					
<b>SCOPE - OTHER</b>					
63.5x.xx - Rural Technical Assistance Program					
xx.xx.xx - Other					
xx.xx.xx - Other					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00

TDOT PROJECT NO.: 82IMPV-S3-002

DGA NO.: DG21-65968

**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**

<b>Line Item Detail For: CAPITAL</b>	<b>State</b>	<b>Federal</b>	<b>Grant Contract</b>	<b>Grantee</b>	<b>Total Project</b>
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$2,446,907.00	\$0.00	\$2,446,907.00	\$815,635.00	\$3,262,542.00
<b>TOTAL</b>	<b>\$2,446,907.00</b>	<b>\$0.00</b>	<b>\$2,446,907.00</b>	<b>\$815,635.00</b>	<b>\$3,262,542.00</b>

**ATTACHMENT THREE****Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1562

Is City of Knoxville a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Knoxville a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



## AGENDA ACTION FORM

### Budget Adjustment Ordinance to Amend Various Project Fund Budgets in FY21

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

Action Form No.: AF-214-2020  
 Work Session: August 3, 2020  
 First Reading: August 4, 2020

Final Adoption: August 18, 2020  
 Staff Work By: Morris  
 Presentation By: McCartt

#### Recommendation:

Approve the Ordinance.

#### Executive Summary:

The Bay Mountain Park Commission Fund budget is being increased to allocate \$36,000 from Fund Balance to the General Project Fund for the Bays Mountain Nature Center Exhibits project (GP1839).

The General Projects-Special Revenue Fund is being amended by accepting a \$2,000 grant from the Public Library Association and Grow with Google to create the Libraries Lead Grant project (NC2101) and by accepting a donation from the Friends of the Library in the amount of \$1,643 to match grant funds in the Library Technology project (NC2018).

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *jm*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND BAYS MOUNTAIN PARK  
COMMISSION FUND, GENERAL PROJECT FUND, AND  
GENERAL PROJECTS SPECIAL REVENUE 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 Bay Mountain Park Commission Fund budget be increased by allocating \$36,000 from Fund Balance to the Transfer to General Project Fund line for upgrade exhibits at the park.

SECTION II. That the General Project Fund be amended by transferring \$36,000 from the Bay Mountain Park Commission Fund to the Bays Mtn Nature Ctr Exhib project (GP1839) to upgrade exhibits at the park.

SECTION III. That the General Projects –Special Revenue Fund be amended by accepting a \$2,000 grant from the Public Library Association and Grow with Google to the Libraries Lead Grant project (NC2101) and accept a donation from the Friends of the Library in the amount of \$1,643 to match grant funds in the Library Technology project (NC2018).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>Fund 612: Bays Mt Park Comm Fund</u></b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
612-0000-361.22-00 INT LGIP	1,000	0	1,000
612-0000-364.30-00 From Non-Profit Groups	15,000	0	15,000
612-0000-392.01-00 Fund Bal Appropriations	30,000	36,000	66,000
<b><i>Totals:</i></b>	<b>46,000</b>	<b>36,000</b>	<b>82,000</b>
<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
612-4530-473.20-55 Repairs & Maintenance	21,000	0	21,000
612-4530-473.20-99 Miscellaneous	2,000	0	2,000
612-4530-473.30-20 Operating Supplies & Tools	21,000	0	21,000
612-4530-473.30-22 Maintenance Supplies	2,000	0	2,000
612-4530-473.70-36 To General Project Fund	0	36,000	36,000
<b><i>Totals:</i></b>	<b>46,000</b>	<b>36,000</b>	<b>82,000</b>

**Account Number/Description:**  
**Fund 311: General Project Fund**  
**Bays Mtn Nature Ctr Exhib (GP1839)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-364.20-00 From Corporations	3,000	0	3,000
311-0000-368.10-55 Series 2017 A GO Bonds	84,294	0	84,294
311-0000-368.21-01 Premium From Bond Sale	3,852	0	3,852
311-0000-391.62-00 Bays Mtn Park Comm Fund	0	36,000	36,000
<b>Totals:</b>	<b>91,146</b>	<b>36,000</b>	<b>127,146</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,146	0	1,146
311-0000-601.90-03 Improvements	90,000	36,000	126,000
<b>Totals:</b>	<b>91,146</b>	<b>36,000</b>	<b>127,146</b>

**Account Number/Description:**  
**Fund 111: General Projects-Special Rev Fund**  
**Libraries Lead Grant (NC2101)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-364.20-00 From Corporations	0	2,000	2,000
<b>Totals:</b>	<b>0</b>	<b>2,000</b>	<b>2,000</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-601.30-10 Office Supplies	0	2,000	2,000
<b>Totals:</b>	<b>0</b>	<b>2,000</b>	<b>2,000</b>

**Library Technology (NC2018)**

**Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-337.41-01 Technology Grants	1,643	0	1,643
111-0000-364.30-00 From Non-Profit Groups	0	1,643	1,643
<b>Totals:</b>	<b>1,643</b>	<b>1,643</b>	<b>3,286</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
111-0000-601.30-10 Office Supplies	1,643	0	1,643
111-0000-601.30-14 Computer Supplies	0	1,643	1,643
<b>Totals:</b>	<b>1,643</b>	<b>1,643</b>	<b>3,286</b>

SECTION IV. 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

### 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: *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: *2W*

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



## 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: *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: *mm*

	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.

**Account Number/Description:**

**General Fund: 110**

**Revenues:**

110-0000-332.72-00 Dept of Conservation

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
0	23,214	23,214
<b>0</b>	<b>23,214</b>	<b>23,214</b>

**Expenditures:**

110-3030-443.20-56 Repair & Maint-Vehilces

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
390,000	23,214	413,214
<b>390,000</b>	<b>23,214</b>	<b>413,214</b>

**Account Number/Description:**

**Fleet Fund: 511**

**Revenues:**

511-0000-332.72-00 Dept of Conservation

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
0	45,036	45,036
<b>0</b>	<b>45,036</b>	<b>45,036</b>

**Expenditures:**

511-5008-501.90-10 Replacement Vehicles

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
5,546,980	45,036	5,592,016
<b>5,546,980</b>	<b>45,036</b>	<b>5,592,016</b>

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:

## **Motion to Amend the Ordinance in Item VI.C.2 for the August 4, 2020, business meeting**

After the motion and the second to pass the ordinance on second reading is made, the following motion should be made:

**I moved to amend the ordinance as follows:**

**In section IV change the number \$676,000 to \$676,600 and in Section V in the column for WA Pump St Imp O&M (WA2006) change the two lines following Revenues as follows to be read by the city attorney and as shown in the copy of the ordinance provided to each board member:**

**City Attorney reads**

	<b>Budget</b>	<b>Incr/&lt;Decr&gt;</b>	<b>New Budget</b>
<b>451-0000-391.45-00-00 From Water Fund</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$125,000</b>
<b>451-0000-391.05-56 Series 2019 GO Improvement</b>	<b>\$0</b>	<b>\$1,906</b>	<b>\$1,906</b>

Members of the board,

For your convenience I have set out the procedure to amend the ordinance:

1. Receive a motion to pass the ordinance on second reading and the second to the motion.
2. Receive the motion to amend the ordinance and the second to the motion.
3. Once the motion to amend and seconded is made, it would be proper for the mayor to ask if there is any discussion on the amendment.
4. When the discussion is finished or if there is none, call for a vote on the amendment.
5. If the amendment passes, announce that it has passed and that the board is back on the main motion as amended. (Should the motion to amend fail, announce that it has failed and that the board is back on the motion to pass on second reading without the amendment.)
6. Ask if there is discussion on the motion, as amended or not amended, as applicable.
7. When the discussion is completed or if there is none, call for a roll call vote.



## 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 \$676,600 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: *pm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *2w*

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

# PRE-FILED CITY RECORDER

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 \$676,600 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/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Fund: 110</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
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
<b><i>Totals:</i></b>	<b>0</b>	<b>1,323,374</b>	<b>1,323,374</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
110-4810-481.20-99 Miscellaneous	0	1,323,374	1,323,374
<b><i>Totals:</i></b>	<b>0</b>	<b>1,323,374</b>	<b>1,323,374</b>

## **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
<b>Totals:</b>	<b>763,101</b>	<b>300,000</b>	<b>1,063,101</b>

**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
<b>Totals:</b>	<b>763,101</b>	<b>300,000</b>	<b>1,063,101</b>

**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
<b>Totals:</b>	<b>1,014,145</b>	<b>(300,000)</b>	<b>714,145</b>

**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
<b>Totals:</b>	<b>1,014,145</b>	<b>300,000</b>	<b>714,145</b>

**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
<b>Totals:</b>	<b>730,000</b>	<b>(2,840)</b>	<b>727,160</b>

**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
<b>Totals:</b>	<b>730,000</b>	<b>(2,840)</b>	<b>727,160</b>



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

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
451-0000-391.45-00 From Water Fund	125,000	0	125,000
451-0000-391.05-56 Series 2019 GO Improvment	0	1,906	1,906
<b>Totals:</b>	<b>125,000</b>	<b>1,906</b>	<b>126,906</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
451-0000-605.90-19 Pump Stations	125,000	1,906	126,906
<b>Totals:</b>	<b>125,000</b>	<b>1,906</b>	<b>126,906</b>

**WTP High Service Imp (WA2007)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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
<b>Totals:</b>	<b>426,900</b>	<b>934</b>	<b>427,834</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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
<b>Totals:</b>	<b>730,000</b>	<b>934</b>	<b>427,834</b>

**Account Number/Description:**

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
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**Sewer Project Fund: 452****Misc I&I Rehab (SW2000)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
452-0000-391.05-56 Series 2019 GO Improvment	1,000,000	(750,000)	250,000
<b>Totals:</b>	<b>1,000,000</b>	<b>(750,000)</b>	<b>250,000</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
452-0000-606.20-22 Construction Contracts	1,000,000	(750,000)	250,000
<b>Totals:</b>	<b>1,000,000</b>	<b>(750,000)</b>	<b>250,000</b>

**Sewer Line Improvements (SW1905)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
452-0000-391.42-00 From Sewer Fund	420,000	(51,998)	368,002
<b>Totals:</b>	<b>420,000</b>	<b>(51,998)</b>	<b>368,002</b>

<b><u>Expenditures:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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
<b>Totals:</b>	<b>420,000</b>	<b>(51,998)</b>	<b>368,002</b>

**Sewer Line Imp (SW2009)**

<b><u>Revenues:</u></b>	\$	\$	\$
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
<b><i>Totals:</i></b>	<b>250,000</b>	<b>125,398</b>	<b>375,398</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
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
<b><i>Totals:</i></b>	<b>250,000</b>	<b>125,398</b>	<b>375,398</b>

**Reedy Creek Trunk Line (SW2011)**

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

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

**Lift Station Telemetry (SW1603)**

<b><u>Revenues:</u></b>	\$	\$	\$
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
<b><i>Totals:</i></b>	<b>2,751,477</b>	<b>(2,675)</b>	<b>2,748,802</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
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
<b><i>Totals:</i></b>	<b>2,751,477</b>	<b>(2,675)</b>	<b>2,748,802</b>

**SW Pump Station O&M (SW1903)**

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

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

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

452-0000-391.42-00 From Sewer Fund

***Totals:***

\$	\$	\$
256,371	72	256,443
<b>256,371</b>	<b>72</b>	<b>256,443</b>

**Expenditures:**

452-0000-606.90-19 Pump Stations

***Totals:***

\$	\$	\$
256,371	72	256,443
<b>256,371</b>	<b>72</b>	<b>256,443</b>

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

511-0000-392.01-00 Fund Bal Appropriations

***Totals:***

<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
\$	\$	\$
3,531,900	825,000	4,356,900
<b>3,531,900</b>	<b>825,000</b>	<b>4,356,900</b>

**Expenditures:**

511-5008-501.90-10 Replacement Vehicles

***Totals:***

\$	\$	\$
2,434,500	825,000	3,259,500
<b>2,434,500</b>	<b>825,000</b>	<b>3,259,500</b>

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

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PATRICK W. SHULL, Mayor

ATTEST:

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SIDNEY H. COX, City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



## AGENDA ACTION FORM

### Establish a Community Development Advisory Committee

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

Action Form No.: AF-210-2020  
 Work Session: August 3, 2020  
 First Reading: N/A

Final Adoption: August 4, 2020  
 Staff Work By: Jessica Harmon  
 Presentation By: Ken Weems

### Recommendation:

Approve the Resolution.

### Executive Summary:

The City receives federal funding through the Community Development Block Grant program administered by the Department of Housing and Urban Development. In order to keep in line with surrounding communities, the City has identified the need to create a Community Development Advisory Committee.

The purpose of the Community Development Advisory Committee is to serve in an advisory capacity for planning and assessment of projects proposed or undertaken with Community Development Block Grant funds. This group will assess the needs of the community and establish goals and priorities for housing and community development throughout the city.

The Committee will consist of five (5) members that serve in various roles that relate to serving the low/moderate income population of the City of Kingsport. Members of the Community Development Advisory Committee will serve a term of three years with the option for reappointment by the Mayor and confirmed by the Board of Mayor and Aldermen.

### Attachments:

- Resolution

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

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

A RESOLUTION CREATING THE COMMUNITY DEVELOPMENT  
ADVISORY COMMITTEE, ESTABLISHING ITS PURPOSE,  
AUTHORITY, MEMBERSHIP, LENGTH OF TERMS,  
ORGANIZATION, MEETING REQUIREMENTS, APPOINTMENT  
OF SUBCOMMITTEES, AND OTHER MATTERS PERTAINING  
TO THE COMMITTEE.

WHEREAS, the Board of Mayor and Aldermen has determined that it would be helpful to have a Community Development Advisory Committee composed of citizens of the city to assess the needs of the community and establish goals and priorities for housing and community development as it relates to low/moderate income persons.

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

SECTION I. There is created and established the Community Development Advisory Committee, which will serve as an advisory committee to the city manager to assess the needs of the community and recommend goals and priorities for housing and community development, participate in the review of pre-applications, inform residents of the services and facilities that will be made available through the community development program, recommend a priority list of housing rehabilitation loans and grants, prepare a list of recommended projects that are suitable for funding with Community Development Block Grant or HOME Consortium funds, and report all of the same to the city manager and all of which are subject to approval by the city manager or designee, and the Community Development Advisory Committee shall have no power or authority other than to make recommendations to the city manager, as set out hereinabove.

SECTION II. The Community Development Advisory Committee shall be composed of five appointed members. All members shall be appointed by the mayor and confirmed by the board of mayor and aldermen for a term of three years, provided, however, for the initial appointment of the Community Development Advisory Committee, three appointed members shall be for a term of three years and two shall be appointed for a term of two, and members shall serve until their term expires or until a successor is appointed and qualifies.

SECTION III. Any member of the committee with unauthorized absences from three consecutive meetings or from three regular meetings within a twelve month period shall be deemed to have resigned from the committee and a vacancy created.

SECTION IV. If a vacancy occurs on the committee due to absences from three consecutive meetings or from three regular meetings within a twelve month period, a member's death, resignation, inability, or refusal to serve, or any other reason, the vacancy shall be filled for the remainder of the unexpired term of such member by appointment of the mayor and confirmation by the board of mayor and aldermen.

SECTION V. The members of the Community Development Advisory Committee, by accepting appointment, shall serve without compensation and shall perform their duties for the benefit of and for the general welfare of the city and its surrounding community.

SECTION VI. After appointment, the members shall meet in regular session and shall organize themselves by electing one their number a chairperson, vice-chairperson, and a

secretary, and each person so elected shall hold office for one year or until a successor is elected and qualified.

SECTION VII. The Community Development Advisory Committee shall meet in regular session at least once each month, and the time and place shall be decided on by vote of the members, provided such meetings shall be in the city limits of the city. It shall be the duty of the chairperson to preside over all meetings of the Committee and, in the absence of the chairperson, the vice-chairperson shall preside. The secretary shall keep the minutes and a record of all proceedings of the Community Development Advisory Committee. Any meetings, other than a regular meeting, may be called by the chairperson or by any three members of the Committee upon 24-hour notice to all members of the Committee and the public. A quorum of the Committee shall consist of three members, and official actions may be approved by a majority vote of those voting in the presence of a quorum. All meetings shall be open to the public and shall comply with the requirements set out in T.C.A. 8-44-101 et. Seq., as amended from time to time.

SECTION VIII. As needed, the Community Development Advisory Committee may, subject to the limitation of authority set out in this resolution, create subcommittees, and the structure, purpose, tenure, and functions of each subcommittee shall be determined by the Community Development Advisory Committee. Subcommittee membership appointments shall be made by the Committee and must include at least one Community Development Advisory Committee member. All meetings of the subcommittees shall be open to the public and shall comply with the requirements set out in T.C.A. 8-44-101 et. seq., as amended from time to time.

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

ADOPTED this the 4<sup>th</sup> day of August, 2020.

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PATRICK W. SHULL  
Mayor

ATTEST:

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SIDNEY H. COX  
City Recorder

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY  
City Attorney



## AGENDA ACTION FORM

### Award the Bid for Aquatic Center Furniture

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

Action Form No.: AF-187-2020  
 Work Session: August 3, 2020  
 First Reading: N/A

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

### Recommendation:

Approve the Resolution.

### Executive Summary:

Bids were opened on July 16, 2020 for Aquatic Center Furniture to be installed around the new outdoor pool and pavilion. The committee recommends awarding the bid to Workspace Interiors in the amount of \$64,259.54.

Funding is available in project # AQ1800.

### Attachments:

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

Funding source appropriate and funds are available: *JM*

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

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

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

A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF FURNITURE FOR THE NEW OUTDOOR POOL DECK AND PAVILION AT THE KINGSPORT AQUATIC CENTER TO WORKSPACE INTERIORS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened June 16, 2020, for the purchase of furniture to be installed around the new outdoor pool and pavilion for use at the Kingsport Aquatic Center; and

WHEREAS, upon review of the bids, the board finds Workspace Interiors is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase of furniture to be installed around the new outdoor pool and pavilion for the use at the Kingsport Aquatic Center from Workspace Interiors, at a total purchase cost of \$64,259.54; and

WHEREAS, funding is identified in project number AQ1800.

Now therefore,

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

SECTION I. That the bid for the purchase of furniture to be installed around the new outdoor pool and pavilion for the use at the Kingsport Aquatic Center, at a total purchase cost of \$64,259.54, is awarded to Workspace Interiors, and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 4th day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



BID OPENING MINUTES

July 16, 2020

4:00 P.M.

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

The Bid Opening was held in the Purchasing Department.

The Procurement Manager opened with the following bids:

Aquatic Center Furniture			
Vendor:	Unit Cost:	Delivery & Installation:	Total:
Workspace Interiors	\$60,759.54	\$3,500.00	\$64,259.54

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



# Memo

July 29, 2020

To: Brent Morelock

From: Dawn Melton

CC: Kari Matheney

After evaluation of the bid result with the Kingsport Aquatic Center Director, Kari Matheney, we recommend awarding the bid to Workspace Interiors, Inc. for the outdoor furniture for the new Outdoor Pool and Pavilion Addition. The advertised bid result tabulation is an attachment to this memo.

Sincerely,

A handwritten signature in blue ink that reads "Dawn Melton".

Dawn Melton  
Sr. Project Manager

Attachment: Bid Tabulation



## AGENDA ACTION FORM

### Approve Agreement with Edgenuity for Odysseyware for Kingsport City Schools, Ratifying the Mayor's Signature on the Agreement

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

Action Form No.: AF-215-2020  
 Work Session: August 3, 2020  
 First Reading: N/A

Final Adoption: August 4, 2020  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Due to the recent community spread of COVID-19, it has become necessary to provide opportunity for virtual learning or remote learning to Students in Kingsport City Schools. As a result of the increase in community spread of COVID-19, more than 25% of the students in Kingsport City Schools have recently signed up for virtual learning in lieu of physical attendance at school. Due to the increase in the number of students across the school system opting for virtual learning, the immediate procurement of Edgenuity Odysseyware online curriculum platform was essential to prevent the delay in the instruction of students, to train employees on the use of the software, and to prevent potential impact to the life, health, safety or convenience of the public. A price quote was provided by Edgenuity for Site Licenses for all schools in the system for a total cost of \$103,995.00 for the 2020-2021 School Year.

With Classes scheduled to begin August 3, 2020, and to ensure the software service is available for Teachers to use for training prior to the opening of school, it was not possible to provide for competitive bidding for the purchase of the software subscription. Based on Section 2-605 of the Kingsport Code of Ordinance, an exception to the bidding process requirements is permitted for emergency purchases with City Manager approval. Having met all of the requirements, as outlined in Section 2-605 for the emergency purchase, the Mayor executed the agreement with Edgenuity services and the Addendum to the applicable Terms and Conditions on July 23, 2020. Kingsport City Schools is now requesting approval of the resolution for the agreement with Edgenuity, ratifying the Mayor's signature on the agreement, and authorizing the Mayor to execute all necessary documents.

#### Attachments:

1. Resolution
2. Requisition to City Manager
3. Supplemental Information

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: *aw*

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH EDGENUITY, RATIFYING THE MAYOR'S SIGNATURE ON THE AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OF THIS RESOLUTION

WHEREAS, due to the recent community spread of COVID-19 it has become necessary to provide opportunity for virtual learning, sometimes referred to as remote learning, to students in the Kingsport city schools; and

WHEREAS, as a result of the community spread of COVID-19 more than 25% of the students in Kingsport City Schools have recently signed up for virtual learning in lieu of physical attendance at school; and

WHEREAS, this has created an immediate need for an online curriculum platform; and

WHEREAS, section 2-605 of the Kingsport City Code provides an exception to the bidding requirements for emergency purchases; and

WHEREAS, the school system currently has a license with Edgenuity to use its Odyssey Online Curriculum software for its Dobyns-Bennett High School; and

WHEREAS, due to the increase in the number of students across the school system that will use virtual classes due to COVID-19 it is necessary to obtain site licenses for each school in the system; and

WHEREAS, the immediate procurement of the Odyssey Online Curriculum software is essential to prevent delay in the instruction of student using virtual learning and to train school employees on the use of the software, and it will impact the life, health, safety or convenience of the public as provided in section 2-605 of the Kingsport city code; and

WHEREAS, with classes scheduled to start August 3, 2020, it was not possible to provide for a competitive bid for the purchase of the subscription of the software; and

WHEREAS, after the purchase of the software the board of education, at a special called meeting on July 28, 2020, changed the school start date from August 3, 2020, to August 10, 2020; and

WHEREAS, the emergency purchase was reported to the board of mayor and aldermen at its July 21, 2020, meeting; and

WHEREAS, to have the software service available for teachers to use for training prior to the opening of school it was necessary for the mayor to execute an agreement entitled "Price Quote for Services", along with an addendum to the applicable terms and conditions, a copy of which is attached to this resolution as Exhibit A; and

WHEREAS, the school system has received delivery of the service.

Now, therefore,

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

SECTION I. That the agreement with Edgenuity to use its Odyssey Online Curriculum entitled "Price Quote for Services" and an addendum to the terms and conditions, a copy of which are attached hereto as Exhibit A, is approved and the execution of the same by the mayor, as an emergency purchase on July 23, 2020, is ratified in all respects.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute any such documents 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 and to take such acts as necessary to effectuate the purpose of the agreement of this resolution.

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

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

ADOPTED this the 4<sup>th</sup> day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**Michelle Ramey, CPPB**  
**Asst. Procurement Manager**

400 Clinchfield Street, Ste. 200  
Kingsport, TN 37660

p: (423) 378.2134  
f: (423) 378.2120  
[vramey@k12k.com](mailto:vramey@k12k.com)  
[www.k12k.com](http://www.k12k.com)

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, appearing to read "Michelle Ramey".

Michelle Ramey, CPPB  
Asst. Procurement Manager  
City of Kingsport - Kingsport City Schools

A handwritten signature in blue ink, appearing to read "Jeff Moorhouse".  
Superintendent of Schools  
Kingsport City Schools

A handwritten signature in blue ink, appearing to read "Chris McCartt".

Chris McCartt, City Manager  
City of Kingsport

7-20-2020  
Date



**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](http://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,

*Jeff Moorhouse*

*Inspire. Cultivate. Impact*

Facebook: KptSchools  
Twitter: @KCS\_District

WWW.K12K.COM

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## **Sec 2-605 Exception to Bid Requirements for Emergency Purchases**

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Sec. 2-605. Exception to bid requirements for emergency purchases.

- (a) Notwithstanding any other provision of this Code, the City Manager, or designee, is authorized and may authorize others without bids or advertisement, to make purchases in and for apparent or actual emergency situations affecting the immediate health, safety and general welfare of the City. With respect to any such emergency purchases, the nature of the emergency must be stated on each emergency purchase order.
- (b) In the event of an apparent emergency which requires immediate procurement of supplies, material and equipment, or contractual services, the City Manager, or designee, is authorized to procure, at the lowest available price, any supplies material, equipment or contractual services, regardless of the amount of the expenditure. A full report of the circumstances of an emergency purchase shall be filed by the City Manager or designee, with the Board of Mayor and Aldermen at its next regular business meeting, and shall be spread upon its minutes. In the event of actual emergency and with the approval of the City Manager, or designee, the head of any department may procure directly at the lowest available price any supplies, material, equipment or contractual services, whose immediate procurement is essential to prevent delays in the work of a department which may vitally affect the life, health, safety or convenience of the public.
- (c) The head of such department shall send to the City Manager, or designee, a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency. The report shall be filed with the Board of Mayor and Aldermen at its next regular business meeting and shall be spread upon its minutes.
- (Code 1981, § 2-57 (o); Code 1988, § 2-127; Ord. No. 4059; § I, 6-20-1995; Ord. No. 5128, § I, 7-1-2003; Ord. No. 5583, § I 8-7-2007)





Edgenuity Inc.  
8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
877-725-4257

Price Quote for Services  
KINGSPORT CITY SCHOOLS  
Kingsport TN  
Quote Number 161076  
Total \$103,995.00  
Date 7/15/2020

**Payment Schedule**

net 30

**Contract Start**

8/1/2020

**Contract End**

7/31/2021

Qty	Description	Comment	End Date	Per Unit	Amount
<b>D-B Excel</b>					
1	Odysseyware 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, world languages, Test Prep; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$0.00	\$0.00
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
<b>DOBYNS BENNETT HIGH SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-12 Comprehensive Site License		07/31/2021	\$12,500.00	\$12,500.00
1	Odysseyware Spark Add-on Site License		07/31/2021		\$0.00
<b>JACKSON ELEMENTARY SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$9,600.00	\$9,600.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>JEFFERSON ELEMENTARY SCHOOL</b>					

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

**KINGSPORT CITY SCHOOLS**

Signature: Patrick W. Shull  
Print Name: Patrick W. Shull  
Title: Mayor, City of Kingsport  
Date: 23 July 2020  
It is a pleasure working with you!

**Edgenuity Inc. Representative**

Nancy Smith | Account Executive, TN  
nancy.smith@edgenuity.com | 407.579.7030

**APPROVED AS TO FORM:**J. Mark H. Hylton

City Attorney

**ATTEST:**Angela Marshall

City Recorder

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.



Edgenuity Inc.  
8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
877-725-4257

Price Quote for Services  
KINGSPORT CITY SCHOOLS  
Kingsport TN  
Quote Number 161076  
Total \$103,995.00  
Date 7/15/2020

Qty	Description	Comment	End Date	Per Unit	Amount
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$7,200.00	\$7,200.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>John Adams Elementary School</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$13,900.00	\$13,900.00
1	Odysseyware Spark Add-on Site License		07/31/2021		\$0.00
<b>JOHN F KENNEDY ELEMENTARY SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$7,200.00	\$7,200.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>JOHN SEVIER MIDDLE SCHOOL</b>					
1	Odysseyware 6-8 Comprehensive Site License (all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$12,000.00	\$12,000.00
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>JOHNSON ELEMENTARY SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$9,600.00	\$9,600.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>KINGSPORT CITY SCHOOLS</b>					
20	Professional Development Webinar Training		07/31/2021	\$500.00	\$10,000.00
<b>LINCOLN ELEMENTARY SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$7,200.00	\$7,200.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>Robinson Middle School</b>					
1	Odysseyware 6-8 Comprehensive Site License (all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$12,000.00	\$12,000.00



Edgenuity Inc.  
8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
877-725-4257

Price Quote for Services  
KINGSPORT CITY SCHOOLS  
Kingsport TN  
Quote Number 161076  
Total \$103,995.00  
Date 7/15/2020

Qty	Description	Comment	End Date	Per Unit	Amount
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware Spark Add-on Site License		07/31/2021		\$0.00
<b>THEODORE ROOSEVELT ELEMENTARY SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$4,750.00	\$4,750.00
1	Odysseyware Spark Add-on Site License		07/31/2021	\$0.00	\$0.00
<b>WASHINGTON ELEMENTARY SCHOOL</b>					
1	Odysseyware ClassPace Site License		07/31/2021	\$0.00	\$0.00
1	Odysseyware K-5 Site License (K-5 Spark, 3-5 Math, ELA, Science, Social Studies, and General Electives; excludes eDynamic Learning and Purpose Prep)		07/31/2021	\$9,600.00	\$9,600.00
1	Odysseyware Spark Add-on Site License		07/31/2021		\$0.00
				<b>Subtotal</b>	<b>\$115,550.00</b>
				<b>Discount</b>	<b>(\$11,555.00)</b>
				<b>Total</b>	<b>\$103,995.00</b>



## ADDENDUM TO EDGENUITY PRICE QUOTE AND STANDARD TERMS AND CONDITIONS

This Addendum amends the **EDGENUITY PRICE QUOTE AND STANDARD TERMS AND CONDITIONS AGREEMENT** and all applicable documents attached, incorporated or referenced in the Agreements ("Agreement") between Edgenuity Inc. (herein "Vendor") and City of Kingsport, Tennessee for its Kingsport City School System (herein "City"). Notwithstanding any provision in the Agreement the language in this Addendum takes precedence over all other terms, conditions or language to the contrary, and the Agreement and this Addendum shall not construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Agreement is amended as follows:

**1. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity is enforceable only to the extent permitted by Tennessee law, provided City'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.* Any limitation of liability provision contained in the the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 *et seq.* Because Tennessee law may not allow City to agree to the disclaimer of warranties such exclusion may not be applicable to City, and such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable. Notwithstanding anything contained in the Agreement to the contrary Vendor will ensure that the product will perform in accordance as represented, including as set forth in the Agreement, written representations by its agents to City, and published specifications.

**2. Non-appropriation.** Vendor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for the services to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, and such termination shall not be a breach of the the Agreement, and any unused payment will be returned to City.

**3. Damages.** The Agreement does not create an obligation by City to pay any damages in excess of those amounts legally available to satisfy City's obligations under the Agreement.

**4. Confidentiality.** The Agreement and any documents or material obtained by City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T. C. A. §10-7-503 *et seq.* without regard to any provision contained in the Agreement declaring information confidential. City must, upon proper request, release public documents and records as defined by T. C. A. §10-7-503 *et seq.*, including this Agreement and all records created and maintained related to the Agreement. Any provision that requires notification to Vendor and an opportunity to respond by Vendor is deleted.

**5. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

**6. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue.** Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolve by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

**7. No Taxes, No Interest Payments.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and shall assume all liability for such taxes, if any, that may be incurred. City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

**8. No Marketing.** Any provision in the Agreement that purports to authorize Vendor to use City or the Agreement in any marketing is Section XVII L of the Standard Terms and Conditions pertaining to marketing is deleted.

**9. Precedence.** In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum shall, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless

such document expressly states that it is amending this Addendum.

**10. Non-liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

**11. Survival.** This Addendum shall survive the completion of or any termination of the Agreement.

DocuSigned by:  
Edgenuity Inc.  
By: Sari Factor  
70D8EFB5FC2F46D  
Name: Sari G. Factor  
Title: Chief Executive Officer  
7/22/2020  
Date: \_\_\_\_\_

City of Kingsport, Tennessee for its Kingsport City Schools

By: Patricia W. Shull

Date: 23 July 2020

Attest: [Signature]  
City Records 1917

Approved as to form  
[Signature]  
City Attorney



## STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

### 1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

### 2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
  - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
  - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
  - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
  - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
  - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

### 3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal



guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

#### 4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
  - b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
  - c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
  - d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

#### 6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

## 7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

## 8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

## 9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

## 10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise



from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

#### 11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

### Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
  - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
  - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
  - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
  - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
  - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
  - b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.



**PURCHASE ORDER**  
**CITY OF KINGSPORT**  
**225 WEST CENTER STREET**  
**KINGSPORT, TN 37660**

Purchase Order X01062

DATE: 7/24/2020

**VENDOR #:** 22060  
**VENDOR ADDRESS:** EDGENUITY, INC.  
 8860 E. CHAPARRAL RD.  
 SUITE 100  
 SCOTTSDALE, AZ 85250

**SHIP TO:** CITY OF KINGSPORT  
 KINGSPORT CITY SCHOOLS  
 SUPERINTENDENT'S OFFICE  
 400 CLINCHFIELD, STE. 200  
 KINGSPORT, TN 37660

***Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence***

DELIVER BY		TERMS	FOB	ATTENTION	
08/10/2020		NET 30		SARI G. FACTOR	
CONFIRMING COPY		ACCOUNTS PAYABLE ACCOUNT NUMBER		BUYER	
		Multiple Accounts		M RAMEY 423-378-2134	
ITEM #	QTY/UNIT	DESCRIPTION/VENDOR PART NUMBER ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	1.00 / EA	QTE# 161076 ODYSSEYWARE CLASSPACE SITE		11,250.0000	11,250.00
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LICENSE FOR DBHS

2	1.00 / EA	JACKSON ELEMENTARY		8,640.0000	8,640.00
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3	1.00 / EA	JEFFERSON ELEMENTARY		6,480.0000	6,480.00
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4	1.00 / EA	JOHN ADAMS ELEMENTARY		12,510.0000	12,510.00
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5	1.00 / EA	KENNEDY ELEMENTARY		6,480.0000	6,480.00
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6	1.00 / EA	JOHN SEVIER MIDDLE		10,800.0000	10,800.00
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7	1.00 / EA	JOHNSON ELEMENTARY		8,640.0000	8,640.00
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**CITY OF KINGSPORT**  
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CONFIRMING COPY		ACCOUNTS PAYABLE ACCOUNT NUMBER		BUYER	
		Multiple Accounts		M RAMEY 423-378-2134	
ITEM #	QTY/UNIT	DESCRIPTION/VENDOR PART NUMBER ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

8	1.00 / EA	LINCOLN ELEMENTARY		6,480.0000	6,480.00
9	1.00 / EA	ROBINSON MIDDLE		10,800.0000	10,800.00
10	1.00 / EA	ROOSEVELT ELEMENTARY		4,275.0000	4,275.00
11	1.00 / EA	WASHINGTON ELEMENTARY		8,640.0000	8,640.00
12	1.00 / EA	PROFESSIONAL DEV WEBINAR TRAINING		9,000.0000	9,000.00

**TOTAL PURCHASE AMOUNT,**

**\$103,995.00**

Email Invoice to AP@KingsportTn.gov  
Or Mail Original and One Copy of Invoice to:  
**CITY OF KINGSPORT**  
**FINANCE-ACCOUNTS PAYABLE**  
**225 W CENTER STREET**  
**KINGSPORT, TN 37660**

AUTHORIZED SIGNATURE M RAMEY 423-378-2134



**PURCHASE ORDER**  
**CITY OF KINGSPORT**  
**225 WEST CENTER STREET**  
**KINGSPORT, TN 37660**

Purchase Order X01062

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DELIVER BY		TERMS	FOB	ATTENTION	
08/10/2020		NET 30		SARI G. FACTOR	
CONFIRMING COPY		ACCOUNTS PAYABLE ACCOUNT NUMBER		BUYER	
		Multiple Accounts		M RAMEY 423-378-2134	
ITEM #	QTY/UNIT	DESCRIPTION/VENDOR PART NUMBER ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
14171007110399		11,250.00
14171157110399		8,640.00
14171207110399		6,480.00
14171127110399		12,510.00
14171307110399		6,480.00
14171107110399		10,800.00
14171257110399		8,640.00
14171357110399		6,480.00
14171057110399		10,800.00
14171167110399		4,275.00
14171407110399		8,640.00
14272507810457	T22101	9,000.00

City of Kingsport Purchase Order Terms and Conditions

1. Show this Purchase Order Number on all packing slips, packages, bills of lading and invoices.
2. Invoice each shipment in duplicate to: City of Kingsport, Finance Department, 225 W. Center Street, Kingsport, TN 37660
3. If the price is stated in the order, material must not be billed at a higher price.
4. This Purchase Order consists of your copy of the purchase order and any attachments to the Purchase Order.
5. Seller represents that prices charged under this order will not exceed those permitted by statute or applicable governmental regulation.
6. Buyer is exempted from Federal Excise Taxes, State of TN Sales Taxes.
7. Time is of the essence of this order. If delivery is not made in the quantity or quantities and at the time or times specified, Buyer shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If Buyer accepts delayed delivery, the time of payment shall be extended accordingly.
8. No charge will be allowed for packing, crating, freight, express, or other carrier's charges, or cartage, unless designated on this order.
9. Seller warrants the material as to quality and that same shall be free from defects and in accordance with specifications, drawings, and/or samples.  
  
Buyer shall have the right, at its option, to reject and hold subject to Seller's order any material which may be of inferior quality or defective, or which may fail to comply with specifications, drawings, and/or samples. In case of such rejection, transportation of the rejected goods, both to and from Buyer, shall be at the expense of Seller, said rejected goods are not to be replaced except upon specific instructions from Buyer; and Buyer shall have the right at its option to cancel the remainder, if any, of the order, by notice to Seller at the time notice is given of the rejection.
10. Buyer reserves the right to return for full credit any excess over quantity called for in any order or orders. Seller is to bear the cost of transportation both ways.
11. Seller agrees to indemnify, defend and save harmless Buyer, its subsidiaries and customers, against all damages, lost profits, or claims therefore, and all costs, fees and expenses resulting from any claims of patent infringement based upon the purchase or resale by the Buyer of the goods covered by this order, whether or not such goods are in accordance with Buyer's specifications, drawings and/or samples.  
  
Buyer shall have the option at its own expense to participate in the defense of any suit against Buyer on account of any claims from any of the causes above set out in this Condition (10).
12. Freight. Unless otherwise provided, freight costs shall be paid by the Seller and the cost included in the price of the goods.
13. Remedies and Applicable Law. This agreement shall be governed by and Buyer and Seller shall have all remedies afforded each by the Uniform Commercial Code, except as limited by statute or otherwise provided herein. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Tennessee as effective and in force on the date of this agreement.
14. No Replacement of Defective Tender. Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, quality, assortment, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
15. Force Majeure. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent.
16. In addition to any implied warranties, Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed herein, and to the sample or samples furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
17. This agreement can be modified or rescinded only by a writing signed by both parties of their fully authorized agents.
18. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. In connection with the performance of work under this contract, the Seller agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Seller further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.



## AGENDA ACTION FORM

### Authorizing the Purchase of Chromebooks and Chromebook Tablets from FireFly Computers, LLC for Kingsport City School System

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

Action Form No.: AF-216-2020  
Work Session: August 3, 2020  
First Reading: N/A

Final Adoption: August 4, 2020  
Staff Work By: Committee  
Presentation By: D. Frye / T. Robinson

#### Recommendation:

Approve the Resolution.

#### Executive Summary:

Kingsport City Schools requesting approval to purchase 402 Chromebooks (\$91,656.00) and 560 Chromebook Tablets (\$142,240.00) for students in the Kingsport City School system for a total cost of \$233,896.00 from FireFly Computers, LLC.

The pricing offered is based upon the contract award to FireFly Computers, LLC. through the National Cooperative Purchasing Alliance (NCPA) Contract 01-43. NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

With NCPA, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from NCPA have been competitively solicited by a lead agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will come from various school accounts for the ESSER Grant (Project# PET201)

#### Attachments:

1. Resolution
2. Recommendation / Quote

Funding source appropriate and funds are available: *fm*

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: *fw*

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

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO FIREFLY COMPUTERS, LLC. FOR 560 CHROMEBOOK TABLETS AND 402 CHROMEBOOKS FOR USE BY STUDENTS AT KINGSPORT CITY SCHOOLS

WHEREAS, the Kingsport City School administration recommends the purchase of 560 Chromebook Tablets and 402 Chromebooks for students in the Kingsport City School system; and

WHEREAS, the cost for 560 Chromebook Tablets is \$142,240.00, and the cost for 402 Chromebooks is \$91,656.00, for a total purchase cost of \$233,896.00; and

WHEREAS, the city is a member National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, FireFly Computers, LLC has a contract with NCPA; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to FireFly Computers, LLC in the amount of \$233,896.00; and

WHEREAS, funding for this equipment is available in various school accounts for ESSER Grant (Project# PET201).

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to FireFly Computers, LLC for the purchase of 560 Chromebook Tablets and 402 Chromebooks for use by Kingsport City Schools in the amount of \$233,896.00.

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

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

ADOPTED this the 4rd day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## MEMORANDUM

**TO:** Board of Mayor and Aldermen

**FROM:** David Frye, KCS Chief Finance Officer

**DATE:** August 3, 2020

**SUBJECT:** Chromebook Device Purchase (ESSER Grant Funds)

Kingsport City Schools received quotes for Chromebooks and Chromebook Tablet devices for price comparison. Approximately 962 devices (402 Chromebooks and 560 Chromebook Tablets) will be purchased for students in Kingsport City Schools.

The price quotes provided are based on the National Cooperative Purchasing Alliance (NCPA) (Contract 01-43) with FireFly Computers, LLC. as the partner vendor. The cost for 402 Chromebooks will be \$91,656.00 and 560 Chromebook Tablets will be \$142,240.00. The total purchase cost, which includes the devices, Chrome license, and service fees will be a total cost of \$233,896.00. This purchase will be made with ESSER Grant funds (Project# PET201).

This purchase will be reviewed by the Board of Education at their next called meeting. Contingent upon approval by the Board of Education, it is recommended that the Board of Mayor and Aldermen approve the purchase of Chromebooks and Chromebook Tablet devices from Firefly Computers, LLC.

**FireFly Computers**1271 Red Fox Road  
Saint Paul, MN 55112

fireflycomputers.com

**Quote #:** E000022852**Kingsport City School District**Jennifer Brotherton  
423-378-2154  
jbrotherton@k12k.com**Customer Number****70345****Quote Date****6/1/2020****Expiration Date****8/28/2020****Terms****Net 30**Philip Crawford  
Direct: 651-400-1043  
Fax: 612-392-2155  
Email: PCrawford@fireflycomputers.com**Contract Details:**

NCPA Technology Solutions Contract # 01-43

Quantity	Item	Unit Price	Extended Price
402	Lenovo 100e Chromebook 2nd Gen AST - 11.6" Display ( 1366 x 768) - AMD A4-9120C Dual-Core - 4GB DDR4 - 32GB eMMC - 2x USB Type-A - 2 x USB 3.1 Type-C - Chrome OS - WiFi + BT - 1-Year Depot Warranty - 4C (47Wh) Battery	185.00	74,370.00
402	Google Chrome Education Upgrade	25.00	10,050.00
402	LanSchool Perpetual/Device License+SNS LanSchool Perpetual/Device License+SNS	0.00	0.00
402	FF-SUPPORT-LENOVO - Easy-to-use Online RMA Portal for Simplified Warranty Claim Submissions - FireFly SMART RMA Boxes for Free 2-Way Shipping on Bulk Warranty Returns and Off-Warranty Paid Repairs - Unlimited Chromebook Technical Support by Phone or Email from Google-Certified Engineers - Access to FireFly Repair Zone Website for Easy Ordering of Chromebook Parts and Repairs - Complimentary Assistance Claiming Free Offers (such as LanSchool Software, which comes free with Lenovo Products)	0.00	0.00
402	Lenovo Chromebook 1 & 1/2 Year Manufacturer and ADP Warranty School Year Term / 18 Months Lenovo Manufacturer Provided Warranty Manufacturer Defect & Accidental Damage Coverage Serviced by FireFly an Authorized Service Provider Free Shipping on Bulk RMA's	18.00	7,236.00

NCPA Contract Number: 01-43

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Direct: 651-400-1043  
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Email: [PCrawford@fireflycomputers.com](mailto:PCrawford@fireflycomputers.com)

**Contract Details:**

NCPA Technology Solutions Contract # 01-43

**Sale Amount:** 91,656.00

**Freight:** 0.00

**Sales Tax:** 0.00

**Total Amount:** 91,656.00

**Terms And Conditions:**

Prices reflect a 3% discount for cash/check payment. Credit card payment is accepted without discount. This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

**Ordering:**

Please email purchase orders to [orders@fireflycomputers.com](mailto:orders@fireflycomputers.com) or fax orders to 612-392-2155

**Questions:**

If you have any questions regarding this quote, please feel free to contact your FireFly Account Manager listed above at your convenience. We pride ourselves on providing you a quick response.

**FireFly Computers**1271 Red Fox Road  
Saint Paul, MN 55112

fireflycomputers.com

**Quote #:** E000022850**Kingsport City School District**Jennifer Brotherton  
423-378-2154  
jbrotherton@k12k.com**Customer Number****70345****Quote Date****6/1/2020****Expiration Date****7/31/2020****Terms****Net 30**Philip Crawford  
Direct: 651-400-1043  
Fax: 612-392-2155  
Email: PCrawford@fireflycomputers.com**Contract Details:**

NCPA Technology Solutions Contract # 01-43

Quantity	Item	Unit Price	Extended Price
560	Lenovo 10e Chromebook Tablet - MTK Mediatek MT8183 Processor (2.00GHz, 1MB) - 10.1 1200x1920 Multitouch - 4.0GB - 1x32GB eMMC - Mali G72 MP3 - QCA6174A - 2x2AC - 2MP Camera - 3 Cell Li-Polymer - 1 Year Mail-in	229.00	128,240.00
560	Google Chrome Education Upgrade	25.00	14,000.00
560	LanSchool Perpetual/Device License+SNS LanSchool Perpetual/Device License+SNS	0.00	0.00
560	FF-SUPPORT-LENOVO - Easy-to-use Online RMA Portal for Simplified Warranty Claim Submissions - FireFly SMART RMA Boxes for Free 2-Way Shipping on Bulk Warranty Returns and Off-Warranty Paid Repairs - Unlimited Chromebook Technical Support by Phone or Email from Google-Certified Engineers - Access to FireFly Repair Zone Website for Easy Ordering of Chromebook Parts and Repairs - Complimentary Assistance Claiming Free Offers (such as LanSchool Software, which comes free with Lenovo Products)	0.00	0.00

NCPA Contract Number: 01-43

**FireFly Computers**1271 Red Fox Road  
Saint Paul, MN 55112

fireflycomputers.com

**Quote #:** E000022850**Kingsport City School District**Jennifer Brotherton  
423-378-2154  
jbrotherton@k12k.com**Customer Number****70345****Quote Date****6/1/2020****Expiration Date****7/31/2020****Terms****Net 30**Philip Crawford  
Direct: 651-400-1043  
Fax: 612-392-2155  
Email: PCrawford@fireflycomputers.com**Contract Details:**

NCPA Technology Solutions Contract # 01-43

**Sale Amount:** 142,240.00**Freight:** 0.00**Sales Tax:** 0.00**Total Amount:** 142,240.00**Terms And Conditions:**

Prices reflect a 3% discount for cash/check payment. Credit card payment is accepted without discount. This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

**Ordering:**

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**Questions:**

If you have any questions regarding this quote, please feel free to contact your FireFly Account Manager listed above at your convenience. We pride ourselves on providing you a quick response.