



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, March 15, 2021, 4:30 p.m.
City Hall, 225 W. Center Street, 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
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Scott Boyd, Fire Chief
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Lisa Winkle, Interim CFO/City Recorder
Dale Phipps, Interim Police Chief
Ken Weems, Planning Manager
John Morris, Budget Director

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 of all concerned in light of the COVID-19 virus.
4. CareHere Annual Review – George DeCroes, Ernie Clevenger
5. Boone Lake – Val Kosmider, Boone Lake Assoc.
6. Brickyard RFP Update – John Rose
7. Review of Items on March 16, 2021 Business Meeting Agenda
8. Adjourn

Next Work Session April 5: Neighborhood Commission; Aerospace Park

BMA Report, March 15, 2021



Kingsport Employee Wellness, George DeCroes

Utilization: March 2021

	01/01/2021 – 02/28/21	03/01/2021 – 03/08/2021
Total Utilization	80.1%	92.2%
City – Active Employees	63.7%	62.6%
City – Dependents	31.0%	30.2%
City – Retirees	0.0%	0.0%
Extended-Patient Services/Other	0.3%	4.7%
Work Comp	0.3%	0.0%
No Show	4.7%	2.5%

Worker's Compensation, John Burkholder

For the month of February 2021, the City had three and its school system had two recordable worker's compensation claims. All were restricted duty only, none had lost time. Of the five claims: two were slip, trip or fall; one motor vehicle accident; and two involved work processes.

City of Kingsport

March 15, 2021

Project Status in Pictures

1 Stone Drive Sidewalks

Current work includes construction of a retaining wall in the vicinity of the intersection with Bloomingdale Pike.

2 Water System Improvements -

Current water system improvement work is in the Fort Robinson Drive/Amber Street intersection vicinity.

3 Bird Signage on Greenbelt

Three new bird identification signage has been installed along the Greenbelt Boardwalk. This was a joint project between Birding Kingsport and Kingsport Parks and Recreation.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	BMA Approved Additional Services contract with consultant for NEPA
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	5/5/2021	Pumps have arrived on site. Coating in wetwell almost complete. Cumby continues to look for FM leaks.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working to prepare NEPA document.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Waiting on NEPA approval from TDOT
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	4/21/2021	Floor finishes are finishing up; Ceiling tile installation finishing up.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor is connecting meters in the Roller Street project area.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days.
\$746,785.00		2021 Area 35B Paving	Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads	6/5/2021	Preconstruction meeting set for 3/17/2021.
\$670,291.15	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to near Pinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$461,607.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	5/28/2021	Current work includes retaining wall installation in the vicinity of the intersection with Bloomingdale Pike and sidewalk ramp construction at intersection of Gibson Mill Rd.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$369,338.00		Area 31 Contracted Paving	Milling and paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Harry Steadman Dr, Wallace Alley St, Millenium Dr, Hospitality Pl, Flagship Dr, Jericho Dr, Cracker Barrel Dr	7/31/2021	Pavewell is low bidder. Waiting for a contract to be executed.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
		Area 31 Paving (in house)	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd		Work to be done by City crews beginning Spring 2021
	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	7/31/2021	Spoden Wilson expected to submit contract documents for review during the week of March 15th.

Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
		Area 31 Paving (in house)	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd		Work to be done by City crews beginning Spring 2021
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	4/21/2021	Floor finishes are finishing up; Ceiling tile installation finishing up.
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	5/5/2021	Pumps have arrived on site. Coating in wetwell almost complete. Cumby continues to look for FM leaks.
\$461,607.00	Michael Thompson	Stone Drive - Phase 2 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to Bloomingdale Pike [95% State Funded 5%]	5/28/2021	Current work includes retaining wall installation in the vicinity of the intersection with Bloomingdale Pike and sidewalk ramp construction at intersection of Gibson Mill Rd.
\$670,291.15	Michael Thompson	Stone Drive - Phase 1 (SR 1, US 11W) Sidewalk Improvements	Construction of sidewalk along Stone Drive from Stonebrook Place Pvt. Dr. to near Pinebrook Drive where current sidewalk gaps exist. Includes work to make existing driveways ADA accessible. [95% State Funded 5% City]	5/28/2021	Work is underway. Contractor started on Phase 2 end of project.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	BMA Approved Additional Services contract with consultant for NEPA
\$746,785.00		2021 Area 35B Paving	Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads	6/5/2021	Preconstruction meeting set for 3/17/2021.
\$369,338.00		Area 31 Contracted Paving	Milling and paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Harry Steadman Dr, Wallace Alley St, Millenium Dr, Hospitality Pl, Flagship Dr, Jericho Dr, Cracker Barrel Dr	7/31/2021	Pavewell is low bidder. Waiting for a contract to be executed.
	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	7/31/2021	Spoden Wilson expected to submit contract documents for review during the week of March 15th.
\$415,000.00	Chad Austin	SR 93- Fall Branch section (TDOT)	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor is connecting meters in the Roller Street project area.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Waiting on NEPA approval from TDOT

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State &MTP0 funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working to prepare NEPA document.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days.



AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, March 16, 2021, 7:00 p.m.
City Hall, 225 W. Center Street, 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
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Interim CFO/City Recorder
George DeCroes, Human Resources Director
Adrienne Batara, Public Relations Director
John Rose, Economic Development Director

Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Dale Phipps, Interim Police Chief
Scott Boyd, Fire Chief
Ken Weems, Planning Manager
John Morris, Budget Director

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG – Led by New Vision Youth

II.B. INVOCATION – Stan Leonard, Director of Mustard Seed Ministries

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 of all concerned in light of the COVID-19 virus.

IV.A. RECOGNITIONS & PRESENTATIONS

None

IV.B. APPOINTMENTS

1. Appointment to the Construction Board of Adjustments and Appeals (AF: 83-2021)
 - Appointment

V. APPROVAL OF MINUTES

1. Work Session – March 1, 2021
2. Strategic Planning Session – March 1, 2021
3. Business Meeting – March 2, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Prohibit Smoking on the Grounds of City Playgrounds (AF: 94-2021) (Michael Borders)
 - Ordinance – First Reading
2. Amend the FY 2021 Schools Federal Projects Fund Budget (AF: 92-2021) (David Frye)
 - Ordinance – First Reading
3. Amend the FY 2021 School Special Projects Fund Budget (AF: 93-2021) (David Frye)
 - Ordinance – First Reading
4. Amend the FY 2021 General Purpose School Fund Budget (AF: 90-2021) (David Frye)
 - Ordinance – First Reading
5. Amend the FY 2021 General Projects Fund Budget (AF: 91-2021) (David Frye)
 - Ordinance – First Reading
6. Amend the Water Project Fund (AF: 88-2021) (Ryan McReynolds)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Vacate Portion of Road Right-Of-Way off N. Eastman Road (AF: 66-2021) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption

2. Amend the FY 2021 General Purpose School Fund Budget (AF: 73-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
3. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 75-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Renewing the Award of the Bid for the Purchase of Water & Wastewater Chemicals (AF: 84-2021) (Ryan McReynolds)
 - Resolution
2. Apply for an Appalachian Resources Commission Grant and Enter into an Agreement with Washington County, TN to Extend Sewer Service to Valleybrook Farms (AF: 85-2021) (Ryan McReynolds)
 - Resolution
3. Approve Artist Agreements on the City –Owned Underpass along the Greenbelt (AF: 86-2021) (Michael Borders)
 - Resolution
4. Amend Agreement with Tennessee Department of Transportation (TDOT) for the Main Street Redevelopment Project (AF: 89-2021) (Ryan McReynolds)
 - Resolution

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion by a roll call vote. However, if discussion of an item is desired by any member of the board, the item will be removed from the Consent Agenda and considered separately.

VII. CONSENT AGENDA

1. Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) (AF: 79-2021) (Dale Phipps)
 - Resolution
2. Apply for and Receive a Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program (AF: 80-2021) (Dale Phipps)
 - Resolution
3. Execute Signature Authorization Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '22 Coordinator Grant (AF: 81-2021) (Dale Phipps)
 - Resolution

4. Execute Signature Authorization Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '22 Grant (AF: 82-2021) (Dale Phipps)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Construction Board of Adjustments and Appeals

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

Action Form No.: AF-83-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint Hiram Rash to Construction Board of Adjustments and Appeals. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are three years with no term limits. The board is comprised of (5) members; architect, engineer or general contractor and four at-large members in the building industry.

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

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Steve Wilson	8/31/23	3	Engineer
Bob Prendergast	8/31/23	3	At-large
Travis Patterson	8/31/23	1	At-large/Architect
Marvin Egan	8/31/23	2	At-large
Hiram Rash	2/28/24	4	Architect

Attachments:

1. Hiram Rash Bio

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

Hiram Rash, AIA

CEO & Chairman

GRC Construction / Cain Rash West Architects

130 Regional Park Drive

Kingsport, Tennessee 37660

423.349.7760



Mr. Rash has over 45 years in the design and construction industry. He is registered to practice architecture in Tennessee, Virginia and Texas. Contractor licenses are maintained in Tennessee, Virginia, North Carolina, South Carolina and Kentucky.

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, March 1, 2021, 4:30 PM
Eastman Board Room – Chamber of Commerce

PRESENT: 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 (via zoom)
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Dale Phipps, Interim Chief of Police
Scott Boyd, Fire Chief
George DeCroes, Human Resources Manager
John Rose, Economic Development Director
Bart Rowlett, Assistant City Attorney
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager
Hannah Purdy, Community Services Specialist
Jessican McMurray, Senior Planner

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** 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. **REVIEW OF AGENDA ITEMS ON THE MARCH 2, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.A.1 Vacate Portion of Road Right-of-Way off North Eastman Road (AF: 66-2021). Planning Manager Ken Weems provided details on this item and answered questions from the board, pointing out no comments from the public had been received.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, March 1, 2021**

VI.A.2 Amendment Three to the 2019 Annual Action Plan for the Community Development Block Grant Program (AF: 67-2021). City Planner Jessica McMurray presented this item, noting no public comments had been received. She listed the amounts awarded to all applicants and answered questions from the board.

VI.B.2 Budget Adjustment for Various Funds in FY21 (AF: 75-2021). City Manager McCartt provided information on this item, pointing out the city is in much better shape than we thought we would be at this time last year. He gave details on the budget changes listed.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:05 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Strategic Planning Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, March 1, 2021, 5:15 PM
Eastman Board Room – Chamber of Commerce

PRESENT: 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 (via zoom)
Alderman James Phillips

City Administration

Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Dale Phipps, Interim Chief of Police
Scott Boyd, Fire Chief
George DeCroes, Human Resources Manager
John Rose, Economic Development Director
Bart Rowlett, Assistant City Attorney
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager
Hannah Purdy, Community Services Specialist

1. **CALL TO ORDER:** 5:15 p.m. by Mayor Patrick W. Shull.

2. **DISCUSSION ITEMS:** City Manager McCartt provided an introduction and discussed the staff work to date on the strategic plan consisting of a balanced scorecard, core values and goals contained in the city budget. He noted each of these change somewhat over time and presented details on changes to the six values: citizens, integrity, leadership, employees, excellence and partnerships. Each member of the Leadership team then provided details on proposed updates to the following goals:

- Citizen Friendly Government
- Attract & Retain a Qualified Municipal Work Force
- Economic Growth Development & Redevelopment
- Stewardship of the Public Funds
- Strong Public Education System
- Reliable, Dependable Infrastructure
- Superior Quality of Life
- Safe Community

There was interactive discussion throughout the meeting with suggestions for other changes. Mr. McCartt stated staff would continue to work on these and present a final draft to the board at a later date. He encourage the board to email him with any suggestions not presented here.

**Minutes of the Strategic Planning Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, March 1, 2021**

3. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 7:40 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, March 2, 2021, 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 Alderman Darrell Duncan
Alderman Betsy Cooper Alderman James Phillips

City Administration
Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
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: Led by New Vision Youth.

II.B. INVOCATION: Pastor Ed Clevinger, Grace Christian Church.

III.A. ROLL CALL: Interim City Recorder Winkle. Absent: Alderman Tommy Olterman.

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

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Buxton Update - Cheyenne Robinson (via zoom).
2. Tennessee Recreation and Parks Association 2020 New Facility Award - Miracle Field to Kitty Frazier and Matthew Elkins. (Alderman Duncan).

IV.B. APPOINTMENTS/REAPPOINTMENTS.

Motion/Second: Adler/Cooper, to approve:

1. **Appointment and Reappointment to the Gateway Review Commission** (AF: 70-2021) (Mayor Shull).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 2, 2021**

Approve:

REAPPOINTMENT OF TERRY COX AND APPOINTMENT OF CHRISTIE GOTT,
REPLACING VIVIAN CRYMBLE, ON THE **GATEWAY REVIEW COMMISSION**
EFFECTIVE IMMEDIATELY AND EXPIRING ON FEBRUARY 28, 2026.

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

V. APPROVAL OF MINUTES.

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

- A. February 15, 2021 Regular Work Session
- B. February 15, 2021 Strategic Planning Session
- B. February 16, 2021 Regular Business Meeting

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

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

1. Vacate Portion of Road Right-of-Way off North Eastman Road
(AF: 66-2021) (Ken Weems).

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

Motion/Second: George/Duncan, to pass:

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED
OFF OF NORTH EASTMAN ROAD SITUATED IN THE CITY OF KINGSPORT,
ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

**2. Amendment Three to the 2019 Annual Action Plan for the
Community Development Block Grant Program** (AF: 67-2021) (Jessica McMurray)

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

Motion/Second: George/Adler, to pass:

Resolution No. 2021-165, A RESOLUTION APPROVING AMENDMENT 3 TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT 2019 ANNUAL ACTION PLAN AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND
PROPER TO EFFECTUATE THE PURPOSE OF THE ANNUAL ACTION PLAN

Passed in a roll call vote: Adler, Cooper, Duncan, George, 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, March 2, 2021**

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. Amend FY21 General Purpose School Fund Budget (AF: 73-2021) (David Frye).

Motion/Second: George/Cooper, to pass:

AN ORDINANCE TO AMEND THE FY 2020-21 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Budget Adjustment for Various Funds in FY21 (AF: 75-2021) (Chris McCartt).

Motion/Second: Duncan/George, to pass:

AN ORDINANCE TO AMEND VARIOUS 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, Phillips and Shull voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend City Code Section 98-405, Subsection (e) Pertaining to Penalties for Violations of Energy Absorption System, etc. for Vehicles (AF: 57-2021) (Dale Phipps).

Motion/Second: Adler/George, to pass:

ORDINANCE NO. 6918, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE VII, SECTION 405 REGARDING ENERGY ABSORPTION SYSTEM REQUIRED; ALTERATION OF ALTITUDE OF PASSENGER CAR; MODIFICATION OF FRONT END; MODIFICATION OF STEERING MECHANISM; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend City Code Section 98-407 Pertaining to Penalties for Violation for Use of Safety Belts (AF: 58-2021) (Dale Phipps).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 2, 2021**

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6919, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE VII, SECTION 407 REGARDING PENALTIES FOR VIOLATION OF USE OF SAFETY BELTS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Amend the Current First Tennessee Agency on Aging Grant Due to Additional Corona Virus Funds and Appropriate the Funds (AF: 54-2021) (Shirley Buchanan).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6920, AN ORDINANCE TO AMEND GENERAL FUND BUDGET FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend Water and Sewer Project Funds by Transferring Funds to West Gate Phase 1 Materials Agreement Projects (AF: 39-2021) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6921, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE WEST GATE PHASE 1 MATERIALS AGREEMENT PROJECTS (WA2152 AND SW2152); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

5. Amend Water Project Fund by Transferring Funds to the North Park Phase 1 Materials Agreement Project (AF: 40-2021) (Ryan McReynolds).

Motion/Second: Phillips/Adler, to pass:

ORDINANCE NO. 6922, AN ORDINANCE TO AMEND THE WATER PROJECT FUND BY TRANSFERRING FUNDS TO THE NORTH PARK PHASE 1 MATERIALS AGREEMENT PROJECT (WA2153); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 2, 2021**

D. OTHER BUSINESS.

1. Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds (AF: 69-2021) (Lesley Phillips).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-166, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2022; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

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

2. Execute Various Merchant Services Applications with Elavon, Inc. for Processing Services Relating to the City’s Acceptance of Credit and Debit Cards for the Payment of Various City Services on the New Kiosk to be Located at the New City Hall Drive Through (AF: 78-2021) (Lisa Winkle).

Motion/Second: Cooper/George, to pass:

Resolution No. 2021-167, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NEW APPLICATION GOVERNMENT/INSTITUTION AGREEMENT WITH ELAVON, INC. FOR CREDIT CARD PROCESSING THROUGH JUNE 30, 2021 AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT FOR PROCESSING SERVICES RELATING TO THE ACCEPTANCE OF CREDIT AND DEBIT CARDS FOR THE PAYMENT OF VARIOUS CITY SERVICES

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

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

Motion/Second: George/Adler, to adopt:

1. Amendment Three to the ESS Southeast LLC Substitute Staffing Services Contract for Kingsport City Schools (AF: 72-2021) (David Frye, Jennifer Guthrie).

Pass:

Resolution No. 2021-168, A RESOLUTION APPROVING AMENDMENT NUMBER 3 TO THE SUBSTITUTE STAFFING SERVICES AGREEMENT WITH ESS SOUTHEAST, LLC FOR KINGSPORT CITY SCHOOLS; AUTHORIZING THE MAYOR TO EXECUTE THE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 2, 2021**

AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

**2. Accept a Donation of Self-Contained Breathing Apparatus
(SCBA) Bottles (AF: 71-2021) (Scott Boyd).**

Pass:

Resolution No. 2021-169, A RESOLUTION ACCEPTING A DONATION OF 59 SELF-
CONTAINED BREATHING APPARATUS

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

**3. Approval of Easement and Right-of-Way (AF: 74-2021) (Ryan
McReynolds).**

Approve:

APPROVAL OF EASEMENT AND RIGHT-OF-WAY

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

**4. Authorization to Reactivate Apple Developer Program Account
(AF: 77-2021) (Ryan McReynolds).**

Pass:

Resolution No. 2021-170, A RESOLUTION APPROVING THE CITY MANAGER, OR HIS
DESIGNEE, AS THE ACCOUNT HOLDER FOR THE EXISTING CITY OF KINGSFORT
APPLE DEVELOPER ACCOUNT AND AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO EXECUTE APPLE DEVELOPER PROGRAM AGREEMENTS AND ANY
AND ALL DOCUMENTS AND TAKE ACTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt thanked the board for their time during the strategic planning sessions that had to be broken up over the last couple of weeks since the original date had to be rescheduled, noting they had accomplished quite a bit. He also stated his appreciation for the budget adjustment passed earlier and their continued support.
- B. MAYOR AND BOARD MEMBERS.** Alderman Duncan said hello to Alderman Olterman watching from home and invited everyone to participate in the upcoming hop and shop downtown. He thanked staff for their efforts with the strategic planning sessions and providing a path forward. Lastly he commended the Sullivan County Health Department for their hard work on getting the vaccinations

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 2, 2021**

out to the public. Alderman Phillips recognized Visit Kingsport for their efforts in getting events back to Kingsport. He commented on the recent swim and basketball meets, noting he hopes we get back to normal this year. Alderman Cooper stated she felt positive after the strategic planning session. She also pointed out daylight savings time coming up along with the spring season. Alderman Adler gave details on the PEAK March Madness training webinars held each week this month. She also asked Deputy City Manager Ryan McReynolds to provide details on the upcoming spring leaf and large items pickup week. Vice-Mayor George discussed the benefits of shopping local. Mayor Shull mentioned the Dobyns Bennett wrestling and basketball teams. He also commented on the budget and the strategic planning session, noting hats off to the staff. The mayor also commented on the United Way helping the community.

C. VISITORS. Mr. Michael Reynolds commented on virtual meetings.

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Prohibit Smoking on the Grounds of City Playgrounds

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

Action Form No.:	AF-94-2021	Final Adoption:	April 6, 2021
Work Session:	March 15, 2021	Staff Work By:	Kitty Frazier
First Reading:	March 16, 2021	Presentation By:	Michael Borders

Recommendation:
 Approve the Ordinance.

Executive Summary:
 Recent legislation in the State of Tennessee authorizes local governments to prohibit smoking on the grounds of a city owned playground. Playground is defined as an indoor or outdoor facility that is intended for recreation of children that is owned by local government. Public Chapter No. 529 requires proper passage of an ordinance to enact these restrictions. The Kingsport Parks and Recreation Advisory Committee recommends passage of an ordinance to prohibit smoking on the grounds of City of Kingsport playgrounds.

Attachments:
 1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE ADDING A SECTION TO PROHIBIT SMOKING ON THE GROUNDS OF A PLAYGROUND; 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. Pursuant to the authority vested by Tennessee Code Annotated section 39-17-1551(e), Chapter 62, Article VII of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding an appropriately numbered section, to conform to the numbering system used in the Code, as follows:

Sec.

(a) Smoking is prohibited on the grounds of a playground as defined herein:

(1) "Playground" means an indoor or outdoor facility that is intended for recreation of children and owned by the City of Kingsport;

(2) "Smoking" means the burning of a tobacco product, hemp product, or any other drug or substance. "Smoking" does not include the use of a vapor product.

(b) Any person violating this section shall be guilty of an offense and upon conviction shall be penalized fifty dollars (\$50.00) for each offense. In addition, pursuant to section 30-25 of the Kingsport City Code, court costs shall be imposed. The imposition of a penalty hereunder shall be supplemental to any other action, such as the taking of any remedial or injunctive action, or any other legal or equitable relief or enforcement.

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

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



AGENDA ACTION FORM

Amend the FY 2021 Schools Federal Projects Fund Budget

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

Action Form No.: AF-92-2021
 Work Session: March 15, 2021
 First Reading: March 16, 2021

Final Adoption: April 6, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On March 9, 2021, the Board of Education approved an amendment to the FY 2020-2021 Schools' Federal Project Fund budget. This fund accounts for entitlement grants received from the federal government. The current budget is \$5,434,808, based on estimated amounts. There are six new grants (including CARES Act ESSER 2.0) and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$7,829,452. This makes the amended total \$13,264,260.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2021

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: *ZW*

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

ORDINANCE NO. ****

PRE-FILED
CITY RECORDERAN ORDINANCE TO AMEND THE FY 2021 SCHOOL
FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO
FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2021 School Federal Grant Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
ADMN21 Consolidated Administration	149,313	37	149,350
CPG021 Carl Perkins Grant	150,000	8,595	158,595
IK1221 Partnership for Systemic Change K-12	0	76,452	76,452
IPRE21 Partnership for Systemic Change Pre-K	0	55,945	55,945
INNV21IDEA Innovation	0	20,000	20,000
PS2101 IDEA Pre-School	53,704	(461)	53,243
RPS021 LEA Reopening & Program Supports	0	100,000	100,000
TSW021 Transition School to Work Grant	275,250	(23,970)	251,280
CARES Act: ESSER 2.0	0	7,602,109	7,603,109
T12101 Title I	2,325,890	(51,206)	2,274,684
T121N1 Title I Neglected	19,652	(425)	19,227
T22101 Title II	512,440	113,163	625,603
T32101 Title III	12,732	196	12,928
T42101 Title IV	168,865	(3,869)	164,996
T62001 IDEA Part-B	1,702,112	(41,473)	1,660,639
T621C1 IDEA Compensatory	0	38,209	38,209
T621D1 IDEA Discretionary Supplemental	6,850	(6,850)	0
IDSE21 IDEA Discretionary	58,000	(58,000)	0
<i>Totals:</i>	5,434,808	7,829,452	13,264,260
<u>Expenditures:</u>	\$	\$	\$
Instruction	2,535,214	3,005,057	5,540,271
Support Services	2,493,161	926,693	3,419,854
Capital Outlay	0	3,899,111	3,899,111
Other Charges (Fund Transfers)	406,433	(1,409)	405,024
<i>Totals:</i>	5,434,808	7,829,452	13,264,260

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

March 9, 2021

**KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER TWO**

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

Each year funds are received for high cost special education students. The current budget includes an estimate of \$40,000 for high cost funds. The actual amount received for FY 21 is \$52,031. It is recommended that the estimated revenue and appropriations for Special Education High cost funds be increased by \$12,031.

ITEM TWO: CARES ACT FUNDING

There are two CARES Act grants that are to be accounted for in the General Purpose School Fund. The first one is 2 for 1 technology grant. This grant is to fund one additional student device for every two that are purchased with other funds. The amount of this grant is approximately \$243,300. The second grant is to fund student connectivity and is for approximately \$7,100. It is recommended that the estimated revenue for CARES Act funding be increased by \$250,400 and that the appropriations for Instructional Equipment be increased by \$243,300 and Technology Other Equipment be increased by \$7,100.

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

The Adams PTA has donated \$18,950 to Kingsport City Schools. This was for the addition of a concrete basketball court to the play area at Adams Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation Capital Improvements be increased by \$18,950.

ITEM FOUR: JOHNSON PLAYGROUND DONATION

The Johnson PTO is donating \$50,000 to Kingsport City Schools. This is to assist in funding the addition of a pre-k playground at Johnson Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$50,000. It is also recommended that these funds be transferred to the General Project Fund.

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

There are donations received by Kingsport City Schools to assist with an upgrade to the Lincoln Elementary School playground. One of the donations is from the Lincoln PTA for \$53,428 and two donations have been received from the East Tennessee Education Foundation for \$5,000 each. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$63,428. It is also recommended that these funds be transferred to the General Project Fund.

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

During the fall of 2020 there were 2 Northeast State dual enrollment courses that were held on the Dobyns-Bennett campus. Since these were virtual courses, Northeast State agreed to reimburse Kingsport City Schools for paying 2 of our teachers to facilitate these courses. The 2 teachers have been paid and we have received reimbursement in the amount of \$5,924. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Teacher Salaries be increased by \$5,924.

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

D-B Excel has received a grant from the American Chemical Society in the amount of \$1,440 to purchase chemical supplies. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for DBE Instructional Supplies be increased by \$1,440.

ITEM EIGHT: D-B EXCEL TRANSFER

D-B Excel has requested to transfer \$2,000 from Principal Travel to Instructional Supplies. It is recommended that this transfer be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$5,473,017. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. At this time we have received 5 additional grants. These are: LEA Reopening and Programmatic Supports grant-\$100,000; IDEA Innovation grant-\$20,000; Idea Partnership for Systemic Change (Preschool)-\$55,945; IDEA Partnership for Systemic Change(K-12) grant-\$76,452; and CARES Act: ESSER 2.0-\$7,603,109. There were 2 grants that were originally budgeted that were not received. These are the IDEA Discretionary grant (\$58,000) and the IDEA Discretionary Supplemental grant (\$6,850). All of the other grants have been increased by a net total of \$857.

The breakdown of the ESSER 2.0 funds will approximately be D-B Cooling Towers - \$500,000, Lincoln Playground - \$350,000, COVID Vaccine Days - \$550,000, COVID Bonus - \$1,000,000, Sullivan North Renovations (HVAC Upgrades) - \$3,000,000, and Learning Loss - \$2,200,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount \$7,791,243. This will make the revised estimated revenue and appropriation amounts \$13,264,260.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,099,696. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$101,179, Project Lead the Way grant for \$10,000, and a Mentors Matter Training grant for \$33,440. There is an increase to the Coordinated School Health grant of \$5,500, the Family Resource grant of \$32,000, and the Homeless Education grant of \$10,000 that are from local donations. There are increases in the State Pre-School grant of \$3,310 and the Safe Schools Act grant of \$1,600. The Summer Stem program will not be operated this summer, so there is an additional reduction of \$50,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$147,029. This will make the revised estimated revenue and appropriation amounts \$1,246,725.

CAPITAL PROJECTS FUND

Kingsport City Schools has few capital projects that are now complete and the projects accounts need to be amended to transfer remaining funds to other open project accounts or to new project accounts. These projects are listed below, along with the action that needs to be taken for each project.

School Improvements – GP1715

This project account has total funding of \$622,410 from 2016 bond funds. There is a remaining balance of \$193,621. This project funded the replacement of the Johnson cooling tower (\$123,870), the replacement of the Palmer Center roof (\$155,336), and ADA accessibility at the Dobyns-Bennett track (\$141,619). It is recommended that the remaining balance be transferred to the Sullivan North Renovation Project account.

Overlook Road Improvements – GP1736

This project account has total funding of \$200,000 from Sullivan County bond funds. There have been no expenditures. This project has been active since 2015 and there has been no activity. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Dobyns-Bennett Track Upgrades – GP1739

This project account has total funding of 1,010,000. These funds came from 2015 bonds, 2016 bonds, General Purpose School Fund, and Sullivan County bond funds. The project has a balance of \$64,995. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

School Facility Maintenance Improvements – GP1801

This project account has total funding of 2,036,068. These funds came from 2017 bonds and 2018

bonds. This project has a balance of \$69,800. This project funded the replacement of a portion of the Johnson roof (\$619,458), the replacement of the J Fred Johnson stadium artificial turf (\$936,491 and the Dobyns-Bennett transformer replacement project (\$374,251). It is recommended that the remaining funds be transferred to the Sullivan North Renovation Project account.

Education Facility Maintenance – GP2002

This project account has total funding of \$1,000,000 from 2019 bond funds. There have been no expenditures. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Robinson Re-Roofing – GP2021

This project has total funding of \$1,004,700 from the General Purpose School fund. There is a remaining balance of \$56,870. It is recommended that these funds be transferred to the John Sevier Renovation (\$15,000) and to the Dobyns-Bennett Renovation (\$41,870) Projects account.

Dobyns-Bennett Science and Technology Center – GP1620

This project has total funding of \$23,527,044. These funds came from 2012 and 2014 bond funds (\$300,000), Sullivan County bonds funds (\$22,875,000), and the General Purpose School fund (\$352,044). In addition there is also \$643,175 in interest earnings. The total expenditures for this project are \$22,745,175. There is a balance of \$1,425,044. It is recommended that the remaining balance be transferred to the Sullivan North Renovation project.

John Sevier (Jackson) Renovations – GP21**

This will be a new project. There have been architect expenditures of \$10,000 for this project that will be reclassified to this project. It is recommended that \$15,000 be transferred from the Robinson Re-Roofing Project.

Dobyns-Bennett Renovations – GP21**

This will be a new project. There have been architect expenditures of \$35,000 for this project that will be reclassified to this project. It is recommended that \$41,870 be transferred from the Robinson Re-Roofing Project.

Future School Capital Projects – GP1737

The current funding in this project is \$1,006,286. There has been \$69,100 of interest earnings allocated to this project. At the present time the Dobyns-Bennett switchgear replacement and the Johnson and Lincoln Pre-K playgrounds will be funded by this project. It is recommended that the funding in this project be increased to \$1,075,386.

Sullivan North Renovations – GP1733

This project currently has funding of \$1,100,000. In addition to this, there is also \$36,286 of

interest earnings that have been allocated to this project. There has been \$19,000 of expenditures. After the transfers of \$2,953,460 are made from the previous projects, there will be a remaining balance of \$4,070,746. It is recommended that the estimated revenues and appropriations be increased by \$2,989,746. This will bring the total funding to \$4,089,746.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,325,890		\$ 51,206	\$ 2,274,684
Title I, Part A: Neglected	19,652		425	19,227
Title II, Part A: Teacher and Principal Training and Recruiting	512,440	113,163		625,603
Title III, Part A: English Language Acquisition	12,732	\$ 196		12,928
Title IV	168,865		3,869	164,996
Consolidated Administration	149,313	37		149,350
Lea Reopening and Programmatic Supports		100,000		100,000
CARES Act: ESSER 2.0	0	7,603,109		7,603,109
IDEA, Part-B: Special Education	1,702,112		41,473	1,660,639
IDEA, Part-B: Special Education (Compensatory)	-	38,209		38,209
IDEA, Pre-School: Special Education	53,704		461	53,243
IDEA, Discretionary	58,000		58,000	-
IDEA, Discretionary Supplemental	6,850		6,850	-
IDEA Innovation		20,000		20,000
IDEA Partnership for Systemic Change (Preschool)		55,945		55,945
IDEA Partnership for Systemic Change (K-12)		76,452		76,452
Transition School To Work	275,250		23,970	251,280
Carl Perkins: Vocational	150,000	8,595		158,595
Total Federal Projects	\$ 5,434,808	\$ 8,015,706	\$ 186,254	\$ 13,264,260

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	5,500		\$ 133,370
Family Resource Center	50,000	32,000		82,000
Homeless Education Program	55,000	10,000		65,000
Mentors Matters Training	0	33,440		33,440
Niswonger RURAL Life	0	101,179		101,179
Project Lead the Way	0	10,000		10,000
State - Pre-School Grant	589,406	3,310		592,716
Safe Schools Act Grant	173,700	1,600		175,300
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,099,696	\$ 197,029	\$ 50,000	\$ 1,246,725

Kingsport City Schools
Projects to Amend or Close
January 12, 2021

Project Number	Project Description	Estimated Revenue	Actual Revenue	Budget	Actual Expenditures	Actual Balance	Increase/(Decrease)	Revised Budget
GP1715	School Improvements	\$ 622,410	\$ 622,410	\$ 622,410	\$ 428,789	\$ 193,621	\$ (193,621)	\$ 428,789
	D-B Track ADA Imp - \$141,619							
	Johnson Cooling Tower - \$123,870							
	Palmer Center Roof - \$155,336							
	Bond Sale Expense - \$7,964							
GP1736	Overlook Road Improvements	200,000	200,000	200,000	0	200,000	(200,000)	0
GP1739	D-B Track Upgrades	1,010,000	1,010,001	1,010,000	945,006	64,995	(64,995)	945,005
GP1801	Sch Facility Maint Improvements	2,036,068	2,036,068	2,036,068	1,966,269	69,800	(69,800)	1,966,268
	Artificial Turf - \$936,491							0
	Johnson Roof - \$619,458							0
	D-B Transformers - \$374,251							0
	Bond Sale Expense - \$36,069							0
GP2002	Education Facilities Maintenance	1,010,614	1,010,613	1,010,614	10,613	1,000,000	(1,000,000)	10,614
GP2021	Robinson Re-Roofing	1,004,700	1,004,700	1,004,700	947,830	56,870	(56,870)	947,830
GP1620	D-B Science and Technology Center	23,527,044	24,170,219	23,527,044	22,745,175	1,425,044	(781,869)	22,745,175
GP1733	Sullivan North Renovations	1,100,000	1,136,286	1,100,000	19,000	1,117,286	2,989,746	4,089,746
GP1737	Future School Capital Projects	1,006,286	1,075,386	1,006,286	0	1,075,386	69,100	1,075,386
GP21**	Sevier (Jackson) Renovations	0	0	0	10,000	(10,000)	15,000	15,000
GP21**	Dobyns-Bennett Renovations	0	0	0	35,000	(35,000)	41,870	41,870
Totals		\$31,517,122	\$ 32,265,683	\$31,517,122	\$27,107,681	\$ 5,158,001	\$ 748,561	\$32,265,683



AGENDA ACTION FORM

Amend the FY 2021 School Special Projects Fund Budget

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

Action Form No.: AF-93-2021
 Work Session: March 15, 2021
 First Reading: March 16, 2021

Final Adoption: April 6, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

On March 9, 2021, the Board of Education approved an amendment to the FY 2020-2021 Schools' Special Project Fund budget. This fund accounts for State of Tennessee grants, competitive grants, and any other grants that may be received. The current budget for active projects is \$1,099,696 based on estimated amounts. There has been three new projects added, one project removed, and the estimates are being adjusted to actual amounts. There is a net increase for this budget of \$147,029. This makes the amended total \$1,246,725.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2021

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: *JW*

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

ORDINANCE NO. ****

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE FY 2021 SCHOOL SPECIAL
PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE
DATE OF THIS ORDINANCE

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

SECTION I. That the FY 2021 School Special Projects Fund budget be amended by increasing/(decreasing) appropriations for Grant funds to the following Grant projects.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
CSH021 Coordinated School Health	100,000	5,500	100,000
FRC021 Family Resource Center	29,612	32,000	35,212
HAG021 Homeless Assistance	55,000	10,000	58,500
KTIP21 Kingsport Truancy Intervention	53,720	0	53,720
LIFE21 Niswonger Rural Life20rant	0	101,179	100,577
PK5121 Pre-K Expansion Grant System-Wide	589,406	3,310	589,406
PL1021 Project Lead the Way Grant-Sevier	0	5,000	5,000
SSA021 Safe Schools Act	150,000		125,160
STEM21 Summer STEM Camp	50,000	(50,000)	0
Transfer from General School Fund	98,258	(1,460)	96,798
Totals:	1,099,696	147,029	1,246,725
<u>Expenditures:</u>	\$	\$	\$
Instruction	641,875	(52,719)	589,156
Support Services	488,590	89,327	577,917
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
Totals:	1,099,696	147,029	1,246,725

March 9, 2021

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER TWO

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

Each year funds are received for high cost special education students. The current budget includes an estimate of \$40,000 for high cost funds. The actual amount received for FY 21 is \$52,031. It is recommended that the estimated revenue and appropriations for Special Education High cost funds be increased by \$12,031.

ITEM TWO: CARES ACT FUNDING

There are two CARES Act grants that are to be accounted for in the General Purpose School Fund. The first one is 2 for 1 technology grant. This grant is to fund one additional student device for every two that are purchased with other funds. The amount of this grant is approximately \$243,300. The second grant is to fund student connectivity and is for approximately \$7,100. It is recommended that the estimated revenue for CARES Act funding be increased by \$250,400 and that the appropriations for Instructional Equipment be increased by \$243,300 and Technology Other Equipment be increased by \$7,100.

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

The Adams PTA has donated \$18,950 to Kingsport City Schools. This was for the addition of a concrete basketball court to the play area at Adams Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation Capital Improvements be increased by \$18,950.

ITEM FOUR: JOHNSON PLAYGROUND DONATION

The Johnson PTO is donating \$50,000 to Kingsport City Schools. This is to assist in funding the addition of a pre-k playground at Johnson Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$50,000. It is also recommended that these funds be transferred to the General Project Fund.

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

There are donations received by Kingsport City Schools to assist with an upgrade to the Lincoln Elementary School playground. One of the donations is from the Lincoln PTA for \$53,428 and two donations have been received from the East Tennessee Education Foundation for \$5,000 each. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$63,428. It is also recommended that these funds be transferred to the General Project Fund.

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

During the fall of 2020 there were 2 Northeast State dual enrollment courses that were held on the Dobyns-Bennett campus. Since these were virtual courses, Northeast State agreed to reimburse Kingsport City Schools for paying 2 of our teachers to facilitate these courses. The 2 teachers have been paid and we have received reimbursement in the amount of \$5,924. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Teacher Salaries be increased by \$5,924.

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

D-B Excel has received a grant from the American Chemical Society in the amount of \$1,440 to purchase chemical supplies. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for DBE Instructional Supplies be increased by \$1,440.

ITEM EIGHT: D-B EXCEL TRANSFER

D-B Excel has requested to transfer \$2,000 from Principal Travel to Instructional Supplies. It is recommended that this transfer be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$5,473,017. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. At this time we have received 5 additional grants. These are: LEA Reopening and Programmatic Supports grant-\$100,000; IDEA Innovation grant-\$20,000; Idea Partnership for Systemic Change (Preschool)-\$55,945; IDEA Partnership for Systemic Change(K-12) grant-\$76,452; and CARES Act: ESSER 2.0-\$7,603,109. There were 2 grants that were originally budgeted that were not received. These are the IDEA Discretionary grant (\$58,000) and the IDEA Discretionary Supplemental grant (\$6,850). All of the other grants have been increased by a net total of \$857.

The breakdown of the ESSER 2.0 funds will approximately be D-B Cooling Towers - \$500,000, Lincoln Playground - \$350,000, COVID Vaccine Days - \$550,000, COVID Bonus - \$1,000,000, Sullivan North Renovations (HVAC Upgrades) - \$3,000,000, and Learning Loss - \$2,200,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount \$7,791,243. This will make the revised estimated revenue and appropriation amounts \$13,264,260.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,099,696. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$101,179, Project Lead the Way grant for \$10,000, and a Mentors Matter Training grant for \$33,440. There is an increase to the Coordinated School Health grant of \$5,500, the Family Resource grant of \$32,000, and the Homeless Education grant of \$10,000 that are from local donations. There are increases in the State Pre-School grant of \$3,310 and the Safe Schools Act grant of \$1,600. The Summer Stem program will not be operated this summer, so there is an additional reduction of \$50,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$147,029. This will make the revised estimated revenue and appropriation amounts \$1,246,725.

CAPITAL PROJECTS FUND

Kingsport City Schools has few capital projects that are now complete and the projects accounts need to be amended to transfer remaining funds to other open project accounts or to new project accounts. These projects are listed below, along with the action that needs to be taken for each project.

School Improvements – GP1715

This project account has total funding of \$622,410 from 2016 bond funds. There is a remaining balance of \$193,621. This project funded the replacement of the Johnson cooling tower (\$123,870), the replacement of the Palmer Center roof (\$155,336), and ADA accessibility at the Dobyys-Bennett track (\$141,619). It is recommended that the remaining balance be transferred to the Sullivan North Renovation Project account.

Overlook Road Improvements – GP1736

This project account has total funding of \$200,000 from Sullivan County bond funds. There have been no expenditures. This project has been active since 2015 and there has been no activity. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Dobyys-Bennett Track Upgrades – GP1739

This project account has total funding of 1,010,000. These funds came from 2015 bonds, 2016 bonds, General Purpose School Fund, and Sullivan County bond funds. The project has a balance of \$64,995. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

School Facility Maintenance Improvements – GP1801

This project account has total funding of 2,036,068. These funds came from 2017 bonds and 2018

bonds. This project has a balance of \$69,800. This project funded the replacement of a portion of the Johnson roof (\$619,458), the replacement of the J Fred Johnson stadium artificial turf (\$936,491 and the Dobyns-Bennett transformer replacement project (\$374,251). It is recommended that the remaining funds be transferred to the Sullivan North Renovation Project account.

Education Facility Maintenance – GP2002

This project account has total funding of \$1,000,000 from 2019 bond funds. There have been no expenditures. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Robinson Re-Roofing – GP2021

This project has total funding of \$1,004,700 from the General Purpose School fund. There is a remaining balance of \$56,870. It is recommended that these funds be transferred to the John Sevier Renovation (\$15,000) and to the Dobyns-Bennett Renovation (\$41,870) Projects account.

Dobyns-Bennett Science and Technology Center – GP1620

This project has total funding of \$23,527,044. These funds came from 2012 and 2014 bond funds (\$300,000), Sullivan County bonds funds (\$22,875,000), and the General Purpose School fund (\$352,044). In addition there is also \$643,175 in interest earnings. The total expenditures for this project are \$22,745,175. There is a balance of \$1,425,044. It is recommended that the remaining balance be transferred to the Sullivan North Renovation project.

John Sevier (Jackson) Renovations – GP21**

This will be a new project. There have been architect expenditures of \$10,000 for this project that will be reclassified to this project. It is recommended that \$15,000 be transferred from the Robinson Re-Roofing Project.

Dobyns-Bennett Renovations – GP21**

This will be a new project. There have been architect expenditures of \$35,000 for this project that will be reclassified to this project. It is recommended that \$41,870 be transferred from the Robinson Re-Roofing Project.

Future School Capital Projects – GP1737

The current funding in this project is \$1,006,286. There has been \$69,100 of interest earnings allocated to this project. At the present time the Dobyns-Bennett switchgear replacement and the Johnson and Lincoln Pre-K playgrounds will be funded by this project. It is recommended that the funding in this project be increased to \$1,075,386.

Sullivan North Renovations – GP1733

This project currently has funding of \$1,100,000. In addition to this, there is also \$36,286 of

interest earnings that have been allocated to this project. There has been \$19,000 of expenditures. After the transfers of \$2,953,460 are made from the previous projects, there will be a remaining balance of \$4,070,746. It is recommended that the estimated revenues and appropriations be increased by \$2,989,746. This will bring the total funding to \$4,089,746.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,325,890		\$ 51,206	\$ 2,274,684
Title I, Part A: Neglected	19,652		425	19,227
Title II, Part A: Teacher and Principal Training and Recruiting	512,440	113,163		625,603
Title III, Part A: English Language Acquisition	12,732	\$ 196		12,928
Title IV	168,865		3,869	164,996
Consolidated Administration	149,313	37		149,350
Lea Reopening and Programmatic Supports		100,000		100,000
CARES Act: ESSER 2.0	0	7,603,109		7,603,109
IDEA, Part-B: Special Education	1,702,112		41,473	1,660,639
IDEA, Part-B: Special Education (Compensatory)	-	38,209		38,209
IDEA, Pre-School: Special Education	53,704		461	53,243
IDEA, Discretionary	58,000		58,000	-
IDEA, Discretionary Supplemental	6,850		6,850	-
IDEA Innovation		20,000		20,000
IDEA Partnership for Systemic Change (Preschool)		55,945		55,945
IDEA Partnership for Systemic Change (K-12)		76,452		76,452
Transition School To Work	275,250		23,970	251,280
Carl Perkins: Vocational	150,000	8,595		158,595
Total Federal Projects	\$ 5,434,808	\$ 8,015,706	\$ 186,254	\$ 13,264,260

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	5,500		\$ 133,370
Family Resource Center	50,000	32,000		82,000
Homeless Education Program	55,000	10,000		65,000
Mentors Matters Training	0	33,440		33,440
Niswonger RURAL Life	0	101,179		101,179
Project Lead the Way	0	10,000		10,000
State - Pre-School Grant	589,406	3,310		592,716
Safe Schools Act Grant	173,700	1,600		175,300
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,099,696	\$ 197,029	\$ 50,000	\$ 1,246,725

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

Project Number	Project Description	Estimated Revenue	Actual Revenue	Budget	Actual Expenditures	Actual Balance	Increase/(Decrease)	Revised Budget
GP1715	School Improvements	\$ 622,410	\$ 622,410	\$ 622,410	\$ 428,789	\$ 193,621	\$ (193,621)	\$ 428,789
	D-B Track ADA Imp - \$141,619							
	Johnson Cooling Tower - \$123,870							
	Palmer Center Roof - \$155,336							
	Bond Sale Expense - \$7,964							
GP1736	Overlook Road Improvements	200,000	200,000	200,000	0	200,000	(200,000)	0
GP1739	D-B Track Upgrades	1,010,000	1,010,001	1,010,000	945,006	64,995	(64,995)	945,005
GP1801	Sch Facility Maint Improvements	2,036,068	2,036,068	2,036,068	1,966,269	69,800	(69,800)	1,966,268
	Artificial Turf - \$936,491							0
	Johnson Roof - \$619,458							0
	D-B Transformers - \$374,251							0
	Bond Sale Expense - \$36,069							0
GP2002	Education Facilites Maintenance	1,010,614	1,010,613	1,010,614	10,613	1,000,000	(1,000,000)	10,614
GP2021	Robinson Re-Roofing	1,004,700	1,004,700	1,004,700	947,830	56,870	(56,870)	947,830
GP1620	D-B Science and Technoloy Center	23,527,044	24,170,219	23,527,044	22,745,175	1,425,044	(781,869)	22,745,175
GP1733	Sullivan North Renovations	1,100,000	1,136,286	1,100,000	19,000	1,117,286	2,989,746	4,089,746
GP1737	Future School Capital Projects	1,006,286	1,075,386	1,006,286	0	1,075,386	69,100	1,075,386
GP21**	Sevier (Jackson) Renovations	0	0	0	10,000	(10,000)	15,000	15,000
GP21**	Dobyns-Bennett Renovations	0	0	0	35,000	(35,000)	41,870	41,870
Totals		\$31,517,122	\$ 32,265,683	\$31,517,122	\$27,107,681	\$ 5,158,001	\$ 748,561	\$32,265,683



AGENDA ACTION FORM

Amend the FY 2021 General Purpose School Fund Budget

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

Action Form No.: AF-90-2021
 Work Session: March 15, 2021
 First Reading: March 16, 2021

Final Adoption: April 6, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2021 budget amendment number two at their meeting on March 9, 2021. This amendment increases the General Purpose School Fund budget by \$402,173. Additional revenues and appropriations are being increased for High Cost Special Education Funds, Cares Act Technology Funds, Donations for Playground Improvements, Northeast State Dual Enrollment Courses, and a DB Excel Chemistry Grant. There is also a budget transfer for DB Excel.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2021

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*

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL 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 Purpose School Fund Budget be amended by increasing the estimated revenue for Education of the Handicapped Act by \$12,031; the estimated revenue for COVID-19 Technology Grant by \$250,400 and the estimated revenue for Other Local Revenue by \$139,742. The expenditure budget will be amended by increasing the appropriation for Special Education-Instructional Supplies by \$12,031; the appropriation for Technology-Instructional Equipment by \$243,300; the appropriation for Technology-Other Equipment by \$7,100; the appropriation for Regular Education-Teacher Salaries BY \$5,924; the appropriation for DB Excel-Instructional Supplies by \$3,440; the appropriation for Capital Outlay by \$18,950; the appropriation for Fund Transfers by \$113,428 and by decreasing the appropriation for DB Excel-Principal Travel by \$2,000.

Fund 141: General Purpose School Fund

Revenues:

	\$	\$	\$
141-0000-337-7143 Ed of Handicapped Act	40,000	12,031	52,031
141-0000-337-7304 COVID-19 Technology Grant	0	250,400	250,400
141-0000-369-4990 Other Local Revenue	500,000	139,742	639,742
<i>Totals</i>	540,000	402,173	942,173

Expenditures:

	\$	\$	\$
141-7150-721-0429 Sp Ed Inst Supplies	61,675	12,031	73,706
141-7161-711-0722 Technolgy – Inst Equipment	670,000	243,300	913,300
141-7250-785-0790 Technology – Other Equip.	239,220	7,100	246,320
141-7100-711-0116 Reg. Ed. - Teacher Salaries	6,831,700	5,924	6,837,624
141-7158-711-0429 DBE – Inst. Supplies	8,900	3,440	12,340
141-7258-801-0355 DBE – Principal Travel	2,000	(2,000)	0
141-7650-871-0707 Capital Outlay	350,749	18,950	369,699
141-7950-811-0590 Fund Transfers	460,400	113,428	573,828
<i>Totals</i>	8,624,644	402,173	9,026,817

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

March 9, 2021

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER TWO

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

Each year funds are received for high cost special education students. The current budget includes an estimate of \$40,000 for high cost funds. The actual amount received for FY 21 is \$52,031. It is recommended that the estimated revenue and appropriations for Special Education High cost funds be increased by \$12,031.

ITEM TWO: CARES ACT FUNDING

There are two CARES Act grants that are to be accounted for in the General Purpose School Fund. The first one is 2 for 1 technology grant. This grant is to fund one additional student device for every two that are purchased with other funds. The amount of this grant is approximately \$243,300. The second grant is to fund student connectivity and is for approximately \$7,100. It is recommended that the estimated revenue for CARES Act funding be increased by \$250,400 and that the appropriations for Instructional Equipment be increased by \$243,300 and Technology Other Equipment be increased by \$7,100.

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

The Adams PTA has donated \$18,950 to Kingsport City Schools. This was for the addition of a concrete basketball court to the play area at Adams Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation Capital Improvements be increased by \$18,950.

ITEM FOUR: JOHNSON PLAYGROUND DONATION

The Johnson PTO is donating \$50,000 to Kingsport City Schools. This is to assist in funding the addition of a pre-k playground at Johnson Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$50,000. It is also recommended that these funds be transferred to the General Project Fund.

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

There are donations received by Kingsport City Schools to assist with an upgrade to the Lincoln Elementary School playground. One of the donations is from the Lincoln PTA for \$53,428 and two donations have been received from the East Tennessee Education Foundation for \$5,000 each. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$63,428. It is also recommended that these funds be transferred to the General Project Fund.

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

During the fall of 2020 there were 2 Northeast State dual enrollment courses that were held on the Dobyns-Bennett campus. Since these were virtual courses, Northeast State agreed to reimburse Kingsport City Schools for paying 2 of our teachers to facilitate these courses. The 2 teachers have been paid and we have received reimbursement in the amount of \$5,924. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Teacher Salaries be increased by \$5,924.

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

D-B Excel has received a grant from the American Chemical Society in the amount of \$1,440 to purchase chemical supplies. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for DBE Instructional Supplies be increased by \$1,440.

ITEM EIGHT: D-B EXCEL TRANSFER

D-B Excel has requested to transfer \$2,000 from Principal Travel to Instructional Supplies. It is recommended that this transfer be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$5,473,017. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. At this time we have received 5 additional grants. These are: LEA Reopening and Programmatic Supports grant-\$100,000; IDEA Innovation grant-\$20,000; Idea Partnership for Systemic Change (Preschool)-\$55,945; IDEA Partnership for Systemic Change(K-12) grant-\$76,452; and CARES Act: ESSER 2.0-\$7,603,109. There were 2 grants that were originally budgeted that were not received. These are the IDEA Discretionary grant (\$58,000) and the IDEA Discretionary Supplemental grant (\$6,850). All of the other grants have been increased by a net total of \$857.

The breakdown of the ESSER 2.0 funds will approximately be D-B Cooling Towers - \$500,000, Lincoln Playground - \$350,000, COVID Vaccine Days - \$550,000, COVID Bonus - \$1,000,000, Sullivan North Renovations (HVAC Upgrades) - \$3,000,000, and Learning Loss - \$2,200,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount \$7,791,243. This will make the revised estimated revenue and appropriation amounts \$13,264,260.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,099,696. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$101,179, Project Lead the Way grant for \$10,000, and a Mentors Matter Training grant for \$33,440. There is an increase to the Coordinated School Health grant of \$5,500, the Family Resource grant of \$32,000, and the Homeless Education grant of \$10,000 that are from local donations. There are increases in the State Pre-School grant of \$3,310 and the Safe Schools Act grant of \$1,600. The Summer Stem program will not be operated this summer, so there is an additional reduction of \$50,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$147,029. This will make the revised estimated revenue and appropriation amounts \$1,246,725.

CAPITAL PROJECTS FUND

Kingsport City Schools has few capital projects that are now complete and the projects accounts need to be amended to transfer remaining funds to other open project accounts or to new project accounts. These projects are listed below, along with the action that needs to be taken for each project.

School Improvements – GP1715

This project account has total funding of \$622,410 from 2016 bond funds. There is a remaining balance of \$193,621. This project funded the replacement of the Johnson cooling tower (\$123,870), the replacement of the Palmer Center roof (\$155,336), and ADA accessibility at the Dobyys-Bennett track (\$141,619). It is recommended that the remaining balance be transferred to the Sullivan North Renovation Project account.

Overlook Road Improvements – GP1736

This project account has total funding of \$200,000 from Sullivan County bond funds. There have been no expenditures. This project has been active since 2015 and there has been no activity. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Dobyys-Bennett Track Upgrades – GP1739

This project account has total funding of 1,010,000. These funds came from 2015 bonds, 2016 bonds, General Purpose School Fund, and Sullivan County bond funds. The project has a balance of \$64,995. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

School Facility Maintenance Improvements – GP1801

This project account has total funding of 2,036,068. These funds came from 2017 bonds and 2018

bonds. This project has a balance of \$69,800. This project funded the replacement of a portion of the Johnson roof (\$619,458), the replacement of the J Fred Johnson stadium artificial turf (\$936,491 and the Dobyns-Bennett transformer replacement project (\$374,251). It is recommended that the remaining funds be transferred to the Sullivan North Renovation Project account.

Education Facility Maintenance – GP2002

This project account has total funding of \$1,000,000 from 2019 bond funds. There have been no expenditures. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Robinson Re-Roofing – GP2021

This project has total funding of \$1,004,700 from the General Purpose School fund. There is a remaining balance of \$56,870. It is recommended that these funds be transferred to the John Sevier Renovation (\$15,000) and to the Dobyns-Bennett Renovation (\$41,870) Projects account.

Dobyns-Bennett Science and Technology Center – GP1620

This project has total funding of \$23,527,044. These funds came from 2012 and 2014 bond funds (\$300,000), Sullivan County bonds funds (\$22,875,000), and the General Purpose School fund (\$352,044). In addition there is also \$643,175 in interest earnings. The total expenditures for this project are \$22,745,175. There is a balance of \$1,425,044. It is recommended that the remaining balance be transferred to the Sullivan North Renovation project.

John Sevier (Jackson) Renovations – GP21**

This will be a new project. There have been architect expenditures of \$10,000 for this project that will be reclassified to this project. It is recommended that \$15,000 be transferred from the Robinson Re-Roofing Project.

Dobyns-Bennett Renovations – GP21**

This will be a new project. There have been architect expenditures of \$35,000 for this project that will be reclassified to this project. It is recommended that \$41,870 be transferred from the Robinson Re-Roofing Project.

Future School Capital Projects – GP1737

The current funding in this project is \$1,006,286. There has been \$69,100 of interest earnings allocated to this project. At the present time the Dobyns-Bennett switchgear replacement and the Johnson and Lincoln Pre-K playgrounds will be funded by this project. It is recommended that the funding in this project be increased to \$1,075,386.

Sullivan North Renovations – GP1733

This project currently has funding of \$1,100,000. In addition to this, there is also \$36,286 of

interest earnings that have been allocated to this project. There has been \$19,000 of expenditures. After the transfers of \$2,953,460 are made from the previous projects, there will be a remaining balance of \$4,070,746. It is recommended that the estimated revenues and appropriations be increased by \$2,989,746. This will bring the total funding to \$4,089,746.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,325,890		\$ 51,206	\$ 2,274,684
Title I, Part A: Neglected	19,652		425	19,227
Title II, Part A: Teacher and Principal Training and Recruiting	512,440	113,163		625,603
Title III, Part A: English Language Acquisition	12,732	\$ 196		12,928
Title IV	168,865		3,869	164,996
Consolidated Administration	149,313	37		149,350
Lea Reopening and Programmatic Supports		100,000		100,000
CARES Act: ESSER 2.0	0	7,603,109		7,603,109
IDEA, Part-B: Special Education	1,702,112		41,473	1,660,639
IDEA, Part-B: Special Education (Compensatory)	-	38,209		38,209
IDEA, Pre-School: Special Education	53,704		461	53,243
IDEA, Discretionary	58,000		58,000	-
IDEA, Discretionary Supplemental	6,850		6,850	-
IDEA Innovation		20,000		20,000
IDEA Partnership for Systemic Change (Preschool)		55,945		55,945
IDEA Partnership for Systemic Change (K-12)		76,452		76,452
Transition School To Work	275,250		23,970	251,280
Carl Perkins: Vocational	150,000	8,595		158,595
Total Federal Projects	\$ 5,434,808	\$ 8,015,706	\$ 186,254	\$ 13,264,260

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	5,500		\$ 133,370
Family Resource Center	50,000	32,000		82,000
Homeless Education Program	55,000	10,000		65,000
Mentors Matters Training	0	33,440		33,440
Niswonger RURAL Life	0	101,179		101,179
Project Lead the Way	0	10,000		10,000
State - Pre-School Grant	589,406	3,310		592,716
Safe Schools Act Grant	173,700	1,600		175,300
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,099,696	\$ 197,029	\$ 50,000	\$ 1,246,725

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

Project Number	Project Description	Estimated Revenue	Actual Revenue	Budget	Actual Expenditures	Actual Balance	Increase/(Decrease)	Revised Budget
GP1715	School Improvements	\$ 622,410	\$ 622,410	\$ 622,410	\$ 428,789	\$ 193,621	\$ (193,621)	\$ 428,789
	D-B Track ADA Imp - \$141,619							
	Johnson Cooling Tower - \$123,870							
	Palmer Center Roof - \$155,336							
	Bond Sale Expense - \$7,964							
GP1736	Overlook Road Improvements	200,000	200,000	200,000	0	200,000	(200,000)	0
GP1739	D-B Track Upgrades	1,010,000	1,010,001	1,010,000	945,006	64,995	(64,995)	945,005
GP1801	Sch Facility Maint Improvements	2,036,068	2,036,068	2,036,068	1,966,269	69,800	(69,800)	1,966,268
	Artificial Turf - \$936,491							0
	Johnson Roof - \$619,458							0
	D-B Transformers - \$374,251							0
	Bond Sale Expense - \$36,069							0
GP2002	Education Facilites Maintenance	1,010,614	1,010,613	1,010,614	10,613	1,000,000	(1,000,000)	10,614
GP2021	Robinson Re-Roofing	1,004,700	1,004,700	1,004,700	947,830	56,870	(56,870)	947,830
GP1620	D-B Science and Technoloy Center	23,527,044	24,170,219	23,527,044	22,745,175	1,425,044	(781,869)	22,745,175
GP1733	Sullivan North Renovations	1,100,000	1,136,286	1,100,000	19,000	1,117,286	2,989,746	4,089,746
GP1737	Future School Capital Projects	1,006,286	1,075,386	1,006,286	0	1,075,386	69,100	1,075,386
GP21**	Sevier (Jackson) Renovations	0	0	0	10,000	(10,000)	15,000	15,000
GP21**	Dobyns-Bennett Renovations	0	0	0	35,000	(35,000)	41,870	41,870
Totals		<u>\$31,517,122</u>	<u>\$ 32,265,683</u>	<u>\$31,517,122</u>	<u>\$27,107,681</u>	<u>\$ 5,158,001</u>	<u>\$ 748,561</u>	<u>\$32,265,683</u>



AGENDA ACTION FORM

Amend the FY 2021 General Projects Fund Budget

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

Action Form No.: AF-91-2021
 Work Session: March 15, 2021
 First Reading: March 16, 2021

Final Adoption: April 6, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year budget amendment number two at their meeting on March 9, 2021. This amendment closes, amends, and establishes several capital projects. There is excess funding of \$2,369,885 in seven completed projects. These funds are being transferred to either new or existing capital projects. There has also been \$748,561 in interest earnings that is being appropriated to existing projects. There is also a Transfer from the School Fund, of \$113,428, for donations received for playground improvements.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Two – FY 2021

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECTS FUND
BUDGETS FOR THE FISCAL 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 Budget be amended by increasing the estimated revenue for the Future School Capital Projects (GP1737) – School Bonds Interest by \$69,100; the estimated revenue for Transfer from School Fund by \$113,428 and by increasing the appropriation for Construction Contracts by \$1,088,814 the appropriation for Architectural Services by \$80,000 and by decreasing the appropriation for Improvements by \$986,286. By amending the School Improvements project (GP1715) by decreasing the estimated revenue for 2016 GO Imp Bonds by \$193,621 and by decreasing appropriation for Construction Contracts by \$170,657 and the appropriation for Architectural Services by \$22,964. By amending the Overlook Road Improvements project (GP1736) by decreasing the estimated revenue for Sullivan County Bonds Funds by \$200,000 and by decreasing appropriation for Improvements by \$200,000. By amending the Dobyns-Bennett Track Upgrades project (GP1739) by decreasing the estimated revenue for Sullivan County Bond Funds by \$64,995 and by decreasing appropriation for Construction Contracts by \$64,605 and the appropriation for Architectural Services by \$390. By amending the School Facility Maintenance Improvement project (GP1801) by decreasing the estimated revenue for 2018 GO Imp Bonds by \$69,799 and by increasing the appropriation for Construction Contracts by \$946,039; the appropriation for Architectural Services by \$72,789 and by decreasing the appropriation for Improvements by \$1,088,627. By amending the Education Facilities Maintenance project (GP2002) by decreasing the estimated revenue for 2019 GO Imp Bonds by \$927,267; the estimated revenue for Premium from Bonds by \$83,347 and by decreasing appropriation for Bond Sale Expense by \$10,614 and the appropriation for Improvements by \$1,000,000. By amending the Robinson Re-Roofing project (GP2021) by decreasing the estimated revenue for Transfer from School Fund by \$56,870 and by decreasing appropriation for Construction Contracts by \$56,870. By amending the D-B Science and Technology Center project (GP1620) by decreasing the estimated revenue for Sullivan County Bonds by \$773,986 and by increasing the appropriations for Architectural Services by \$684 and by decreasing appropriation for Construction Contracts by \$650,267 and the appropriation for Equipment by \$124,403. By amending the Sullivan North Renovation project (GP1733) by increasing the estimated revenue for School Bond Interest by \$679,461; the estimated revenue for 2016 GO Imp Bonds by \$193,621; the estimated revenue for 2018 GO Imp Bonds by \$69,799; the estimated revenue for 2019 GO Imp Bonds by \$927,267; the estimated revenue for Premium from Bonds by \$83,347; the estimated revenue for Sullivan County Bonds by \$1,038,981 and by increasing appropriation for Construction Contracts by \$2,881,862; the appropriation for Architectural Services by \$1,075,000; the appropriation for Bond Sale Expense by \$10,614 and by decreasing the appropriation for Improvements by \$1,075,000. Establish a new project for Sevier (Jackson) Renovations (GP2112) by increasing the estimated revenue for Transfer from School Fund by \$15,000 and by increasing the appropriation for Architectural Services by \$15,000. Establish a new project for Dobyns-Bennett Renovations (GP2111) by increasing the estimated revenue for Transfer from School Fund by \$41,870 and by increasing the appropriation for Architectural Services by \$41,870.

Fund 311: General Project Fund
Future School Capital Projects (GP1737)

Revenues:		\$	\$	\$
311-0000-361-1050	School Bonds Interest	0	69,100	69,100
311-0000-391-2100	Transfer from School Fund	0	113,428	113,428
311-0000-391-2150	Sullivan County Bond Funds	1,006,286	0	1,006,286
Totals:		1,006,286	182,528	1,188,814

Expenditures:				
311-0000-601-2022	Construction Contracts	0	1,088,814	1,088,814
311-0000-601-2023	Architect/Engineering Serv	20,000	80,000	100,000
311-0000-601-9003	Improvements	986,286	(986,286)	0
Totals:		1,006,286	182,528	1,188,814

School Improvements (GP1715)

Revenues:		\$	\$	\$
311-0000-601-1054	2016 GO Imp Bonds	564,394	(193,621)	370,773
311-0000-368-2101	Premium From Bonds	58,016	0	58,016
Totals:		622,410	(193,621)	428,789

Expenditures:				
311-0000-601-2022	Construction Contracts	569,445	(170,657)	398,788
311-0000-601-2023	Architect/Engineering Serv	45,000	(22,964)	22,036
311-0000-601-4041	Bond Sale Expense	7,965	0	7,965
Totals:		622,410	(193,621)	428,789

Overlook Road Improvements (GP1736)

Revenues:		\$	\$	\$
311-0000-319-2150	Sullivan County Bonds Funds	200,000	(200,000)	0
Totals:		200,000	(200,000)	0

Expenditures:		\$	\$	\$
311-0000-601-9003	Improvements	200,000	(200,000)	0
Totals:		200,000	(200,000)	0

Dobyns-Bennett Track Upgrades (GP1739)

Revenues:		\$	\$	\$
311-0000-368-1051	2015A GO Imp Bonds	37,789	0	37,789
311-0000-368-1054	2016 GO Imp Bonds	135,555	0	135,555
311-0000-391-2100	Transfer from School Fund	747,211	0	747,211
311-0000-391-2150	Sullivan County Bond Funds	89,445	(64,995)	24,450
Totals:		1,010,000	(64,995)	945,005

Expenditures:		\$	\$	\$
311-0000-601-2022	Construction Contracts	988,000	(64,605)	923,395
311-0000-601-2023	Architect/Engineering Serv	22,000	(390)	21,610
Totals:		1,010,000	(64,995)	945,005

School Facility Maintenance Imp. (GP1801)**Revenues:**

311-0000-368-1055 2017A GO Imp Bonds
 311-0000-368-1056 2018 GO Imp Bonds
 311-0000-368-2101 Premium on Bonds

Totals:

\$	\$	\$
968,894	0	968,894
986,277	(69,799)	916,478
80,897	0	80,897
2,036,068	(69,799)	1,966,269

Expenditures:

311-0000-601-2022 Construction Contracts
 311-0000-601-2023 Architect/Engineering Serv
 311-0000-601-4041 Bond Sale Expense
 311-0000-601-9003 Improvements

Totals:

\$	\$	\$
911,373	946,039	1,857,412
0	72,789	72,789
36,068	0	36,068
1,088,627	(1,088,627)	0
2,036,068	(69,799)	1,966,269

Education Facilities Maintenance (GP2002)**Revenues:**

311-0000-368-1066 2019 GO Imp Bonds
 311-0000-368-2101 Premium From Bonds

Totals:

\$	\$	\$
927,267	(927,267)	0
83,347	(83,347)	0
1,010,614	(1,010,614)	0

Expenditures:

311-0000-601-4041 Bond Sale Expense
 311-0000-601-9003 Improvements

Totals:

\$	\$	\$
10,614	(10,614)	0
1,000,000	(1,000,000)	0
1,010,614	(1,010,614)	0

Robinson Re-Roofing Project (GP2021)**Revenues:**

311-0000-391-2100 Transfer from School Fund

Totals:

\$	\$	\$
1,004,700	(56,870)	947,830
1,004,700	(56,870)	947,830

Expenditures:

311-0000-601-2022 Construction Contracts

Totals:

\$	\$	\$
1,004,700	(56,870)	947,830
1,004,700	(56,870)	947,830

DB Science and Technology Center (GP1620)**Revenues:**

311-0000-368-1041 2012C GO Imp Bonds
 311-0000-368-1047 2014A GO Imp Bonds
 311-0000-391-2100 Transfer from School Fund
 311-0000-391-2150 Sullivan County Bond Funds

Total:

\$	\$	\$
200,000	0	200,000
100,000	0	100,000
352,044	0	352,044
22,875,000	(773,986)	22,101,014
23,527,044	(773,986)	22,753,058

Expenditures:

311-0000-601-2022 Construction Contracts
 311-0000-601-2023 Arch/Eng/Landscaping Serv
 311-0000-601-9004 Equipment

Total:

21,333,999	(650,267)	20,683,732
1,415,045	684	1,415,729
778,000	(124,403)	653,597
23,527,044	(773,986)	22,753,058

Sullivan North Renovation (GP1733)**Revenues:**

311-0000-361-1050	School Bond Interest	\$	0	\$	679,461	\$	679,461
311-0000-368-1051	2015A GO Imp Bonds		25,000		0		25,000
311-0000-368-1054	2016 GO Imp Bonds		0		193,621		193,621
311-0000-368-1056	2018 GO Imp Bonds		0		69,799		69,799
311-0000-368-1066	2019 GO Imp Bonds		0		927,267		927,267
311-0000-368-2101	Premium From Bonds		0		83,347		83,347
311-0000-391-2150	Sullivan County Bonds		1,075,000		1,038,981		2,113,981
Totals:			1,100,000		2,992,476		4,092,476

Expenditures:

311-0000-601-2022	Construction Contracts	\$	0	\$	2,881,862	\$	
311-0000-601-2023	Arch/Eng/Landscaping Serv		25,000		1,175,000		1,200,000
311-0000-601-4041	Bond Sale Expense		0		10,614		10,614
311-0000-601-9003	Improvements		1,075,000		(1,075,000)		0
Totals:			1,100,000		2,992,476		4,092,476

Sevier (Jackson) Renovations (GP2112)**Revenues:**

311-0000-391-2100	Transfer from School Fund	\$	0	\$	15,000	\$	15,000
Totals:			0		15,000		15,000

Expenditures:

311-0000-601-2023	Arch/Eng/Landscaping Serv	\$	0	\$	15,000	\$	15,000
Totals:			0		15,000		15,000

Dobyns-Bennett Renovations (GP2111)**Revenues:**

311-0000-391-2100	Transfer from School Fund	\$	0	\$	41,870	\$	41,870
Totals:			0		41,870		41,870

Expenditures:

311-0000-601-2023	Arch/Eng/Landscaping Serv	\$	0	\$	41,870	\$	41,870
Totals:			0		41,870		41,870

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

March 9, 2021

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER TWO

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

Each year funds are received for high cost special education students. The current budget includes an estimate of \$40,000 for high cost funds. The actual amount received for FY 21 is \$52,031. It is recommended that the estimated revenue and appropriations for Special Education High cost funds be increased by \$12,031.

ITEM TWO: CARES ACT FUNDING

There are two CARES Act grants that are to be accounted for in the General Purpose School Fund. The first one is 2 for 1 technology grant. This grant is to fund one additional student device for every two that are purchased with other funds. The amount of this grant is approximately \$243,300. The second grant is to fund student connectivity and is for approximately \$7,100. It is recommended that the estimated revenue for CARES Act funding be increased by \$250,400 and that the appropriations for Instructional Equipment be increased by \$243,300 and Technology Other Equipment be increased by \$7,100.

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

The Adams PTA has donated \$18,950 to Kingsport City Schools. This was for the addition of a concrete basketball court to the play area at Adams Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation Capital Improvements be increased by \$18,950.

ITEM FOUR: JOHNSON PLAYGROUND DONATION

The Johnson PTO is donating \$50,000 to Kingsport City Schools. This is to assist in funding the addition of a pre-k playground at Johnson Elementary School. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$50,000. It is also recommended that these funds be transferred to the General Project Fund.

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

There are donations received by Kingsport City Schools to assist with an upgrade to the Lincoln Elementary School playground. One of the donations is from the Lincoln PTA for \$53,428 and two donations have been received from the East Tennessee Education Foundation for \$5,000 each. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Fund Transfers be increased by \$63,428. It is also recommended that these funds be transferred to the General Project Fund.

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

During the fall of 2020 there were 2 Northeast State dual enrollment courses that were held on the Dobyns-Bennett campus. Since these were virtual courses, Northeast State agreed to reimburse Kingsport City Schools for paying 2 of our teachers to facilitate these courses. The 2 teachers have been paid and we have received reimbursement in the amount of \$5,924. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Teacher Salaries be increased by \$5,924.

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

D-B Excel has received a grant from the American Chemical Society in the amount of \$1,440 to purchase chemical supplies. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for DBE Instructional Supplies be increased by \$1,440.

ITEM EIGHT: D-B EXCEL TRANSFER

D-B Excel has requested to transfer \$2,000 from Principal Travel to Instructional Supplies. It is recommended that this transfer be approved.

FEDERAL PROJECTS FUND

The estimated revenue and appropriations for the Federal Projects Fund are currently in the amount of \$5,473,017. This amount was based on estimates and information known at the time of initial approval and now needs to be adjusted to the actual amount of the grants. At this time we have received 5 additional grants. These are: LEA Reopening and Programmatic Supports grant-\$100,000; IDEA Innovation grant-\$20,000; Idea Partnership for Systemic Change (Preschool)-\$55,945; IDEA Partnership for Systemic Change(K-12) grant-\$76,452; and CARES Act: ESSER 2.0-\$7,603,109. There were 2 grants that were originally budgeted that were not received. These are the IDEA Discretionary grant (\$58,000) and the IDEA Discretionary Supplemental grant (\$6,850). All of the other grants have been increased by a net total of \$857.

The breakdown of the ESSER 2.0 funds will approximately be D-B Cooling Towers - \$500,000, Lincoln Playground - \$350,000, COVID Vaccine Days - \$550,000, COVID Bonus - \$1,000,000, Sullivan North Renovations (HVAC Upgrades) - \$3,000,000, and Learning Loss - \$2,200,000.

The details of the changes are shown on the enclosed Schedule of Federal Projects. It is recommended that the estimated revenues and appropriations for the Federal Projects Fund be increased by the net amount \$7,791,243. This will make the revised estimated revenue and appropriation amounts \$13,264,260.

SCHOOL SPECIAL PROJECTS FUND

The estimated revenue and appropriations for active projects within the School Special Projects Fund are currently in the amount of \$1,099,696. The initial budgets for these grants were estimates based on previous year's information. We received the Niswonger RURAL Life grant of \$101,179, Project Lead the Way grant for \$10,000, and a Mentors Matter Training grant for \$33,440. There is an increase to the Coordinated School Health grant of \$5,500, the Family Resource grant of \$32,000, and the Homeless Education grant of \$10,000 that are from local donations. There are increases in the State Pre-School grant of \$3,310 and the Safe Schools Act grant of \$1,600. The Summer Stem program will not be operated this summer, so there is an additional reduction of \$50,000.

The details of the changes are shown on the enclosed Schedule of School Special Projects. It is recommended that the estimated revenues and appropriations for the School Special Projects Fund be increased by the net amount of \$147,029. This will make the revised estimated revenue and appropriation amounts \$1,246,725.

CAPITAL PROJECTS FUND

Kingsport City Schools has few capital projects that are now complete and the projects accounts need to be amended to transfer remaining funds to other open project accounts or to new project accounts. These projects are listed below, along with the action that needs to be taken for each project.

School Improvements – GP1715

This project account has total funding of \$622,410 from 2016 bond funds. There is a remaining balance of \$193,621. This project funded the replacement of the Johnson cooling tower (\$123,870), the replacement of the Palmer Center roof (\$155,336), and ADA accessibility at the Dobyns-Bennett track (\$141,619). It is recommended that the remaining balance be transferred to the Sullivan North Renovation Project account.

Overlook Road Improvements – GP1736

This project account has total funding of \$200,000 from Sullivan County bond funds. There have been no expenditures. This project has been active since 2015 and there has been no activity. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Dobyns-Bennett Track Upgrades – GP1739

This project account has total funding of 1,010,000. These funds came from 2015 bonds, 2016 bonds, General Purpose School Fund, and Sullivan County bond funds. The project has a balance of \$64,995. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

School Facility Maintenance Improvements – GP1801

This project account has total funding of 2,036,068. These funds came from 2017 bonds and 2018

bonds. This project has a balance of \$69,800. This project funded the replacement of a portion of the Johnson roof (\$619,458), the replacement of the J Fred Johnson stadium artificial turf (\$936,491 and the Dobyys-Bennett transformer replacement project (\$374,251). It is recommended that the remaining funds be transferred to the Sullivan North Renovation Project account.

Education Facility Maintenance – GP2002

This project account has total funding of \$1,000,000 from 2019 bond funds. There have been no expenditures. It is recommended that these funds be transferred to the Sullivan North Renovation Project account.

Robinson Re-Roofing – GP2021

This project has total funding of \$1,004,700 from the General Purpose School fund. There is a remaining balance of \$56,870. It is recommended that these funds be transferred to the John Sevier Renovation (\$15,000) and to the Dobyys-Bennett Renovation (\$41,870) Projects account.

Dobyys-Bennett Science and Technology Center – GP1620

This project has total funding of \$23,527,044. These funds came from 2012 and 2014 bond funds (\$300,000), Sullivan County bonds funds (\$22,875,000), and the General Purpose School fund (\$352,044). In addition there is also \$643,175 in interest earnings. The total expenditures for this project are \$22,745,175. There is a balance of \$1,425,044. It is recommended that the remaining balance be transferred to the Sullivan North Renovation project.

John Sevier (Jackson) Renovations – GP21**

This will be a new project. There have been architect expenditures of \$10,000 for this project that will be reclassified to this project. It is recommended that \$15,000 be transferred from the Robinson Re-Roofing Project.

Dobyys-Bennett Renovations – GP21**

This will be a new project. There have been architect expenditures of \$35,000 for this project that will be reclassified to this project. It is recommended that \$41,870 be transferred from the Robinson Re-Roofing Project.

Future School Capital Projects – GP1737

The current funding in this project is \$1,006,286. There has been \$69,100 of interest earnings allocated to this project. At the present time the Dobyys-Bennett switchgear replacement and the Johnson and Lincoln Pre-K playgrounds will be funded by this project. It is recommended that the funding in this project be increased to \$1,075,386.

Sullivan North Renovations – GP1733

This project currently has funding of \$1,100,000. In addition to this, there is also \$36,286 of

interest earnings that have been allocated to this project. There has been \$19,000 of expenditures. After the transfers of \$2,953,460 are made from the previous projects, there will be a remaining balance of \$4,070,746. It is recommended that the estimated revenues and appropriations be increased by \$2,989,746. This will bring the total funding to \$4,089,746.

KINGSPORT CITY SCHOOLS
SCHEDULE OF FEDERAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Title I, Part A: Improving Academic Achievement/Disadvantaged	\$ 2,325,890		\$ 51,206	\$ 2,274,684
Title I, Part A: Neglected	19,652		425	19,227
Title II, Part A: Teacher and Principal Training and Recruiting	512,440	113,163		625,603
Title III, Part A: English Language Acquisition	12,732	\$ 196		12,928
Title IV	168,865		3,869	164,996
Consolidated Administration	149,313	37		149,350
Lea Reopening and Programmatic Supports		100,000		100,000
CARES Act: ESSER 2.0	0	7,603,109		7,603,109
IDEA, Part-B: Special Education	1,702,112		41,473	1,660,639
IDEA, Part-B: Special Education (Compensatory)	-	38,209		38,209
IDEA, Pre-School: Special Education	53,704		461	53,243
IDEA, Discretionary	58,000		58,000	-
IDEA, Discretionary Supplemental	6,850		6,850	-
IDEA Innovation		20,000		20,000
IDEA Partnership for Systemic Change (Preschool)		55,945		55,945
IDEA Partnership for Systemic Change (K-12)		76,452		76,452
Transition School To Work	275,250		23,970	251,280
Carl Perkins: Vocational	150,000	8,595		158,595
Total Federal Projects	\$ 5,434,808	\$ 8,015,706	\$ 186,254	\$ 13,264,260

KINGSPORT CITY SCHOOLS
SCHEDULE OF SCHOOL SPECIAL PROJECTS
FISCAL YEAR 2020-2021

PROGRAM	ORIGINAL BUDGET	INCREASE	DECREASE	AMENDED BUDGET
Coordinated School Health	\$ 127,870	5,500		\$ 133,370
Family Resource Center	50,000	32,000		82,000
Homeless Education Program	55,000	10,000		65,000
Mentors Matters Training	0	33,440		33,440
Niswonger RURAL Life	0	101,179		101,179
Project Lead the Way	0	10,000		10,000
State - Pre-School Grant	589,406	3,310		592,716
Safe Schools Act Grant	173,700	1,600		175,300
Summer STEM Camp	50,000		50,000	-
Truancy Intervention Grant	53,720			53,720
Total School Special Projects	\$ 1,099,696	\$ 197,029	\$ 50,000	\$ 1,246,725

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

Project Number	Project Description	Estimated Revenue	Actual Revenue	Budget	Actual Expenditures	Actual Balance	Increase/(Decrease)	Revised Budget
GP1715	School Improvements	\$ 622,410	\$ 622,410	\$ 622,410	\$ 428,789	\$ 193,621	\$ (193,621)	\$ 428,789
	D-B Track ADA Imp - \$141,619							
	Johnson Cooling Tower - \$123,870							
	Palmer Center Roof - \$155,336							
	Bond Sale Expense - \$7,964							
GP1736	Overlook Road Improvements	200,000	200,000	200,000	0	200,000	(200,000)	0
GP1739	D-B Track Upgrades	1,010,000	1,010,001	1,010,000	945,006	64,995	(64,995)	945,005
GP1801	Sch Facility Maint Improvements	2,036,068	2,036,068	2,036,068	1,966,269	69,800	(69,800)	1,966,268
	Artificial Turf - \$936,491							0
	Johnson Roof - \$619,458							0
	D-B Transformers - \$374,251							0
	Bond Sale Expense - \$36,069							0
GP2002	Education Facilites Maintenance	1,010,614	1,010,613	1,010,614	10,613	1,000,000	(1,000,000)	10,614
GP2021	Robinson Re-Roofing	1,004,700	1,004,700	1,004,700	947,830	56,870	(56,870)	947,830
GP1620	D-B Science and Technoloy Center	23,527,044	24,170,219	23,527,044	22,745,175	1,425,044	(781,869)	22,745,175
GP1733	Sullivan North Renovations	1,100,000	1,136,286	1,100,000	19,000	1,117,286	2,989,746	4,089,746
GP1737	Future School Capital Projects	1,006,286	1,075,386	1,006,286	0	1,075,386	69,100	1,075,386
GP21**	Sevier (Jackson) Renovations	0	0	0	10,000	(10,000)	15,000	15,000
GP21**	Dobyns-Bennett Renovations	0	0	0	35,000	(35,000)	41,870	41,870
Totals		\$31,517,122	\$ 32,265,683	\$31,517,122	\$27,107,681	\$ 5,158,001	\$ 748,561	\$32,265,683



AGENDA ACTION FORM

Amend the Water Project Fund

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

Action Form No.: AF-88-2021
 Work Session: March 15, 2021
 First Reading: March 16, 2021

Final Adoption: April 6, 2021
 Staff Work By: Chris Alley
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

Amend the Water Project Fund budget by transferring \$2,000,000.00 from the Master Plan Water Upgrade project (WA2001) to the Meter Replacements project (WA2008) for the purchase of new water meters.

Attachments:

- Budget Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE WATER 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 Water Project Fund budget be amended by transferring \$2,000,000 from the Mater Plan Water Upgrade project (WA2001) to the Meter Replacements project (WA2008) for the purchase of new water meters.

Fund 451: Water Project Fund

Master Plan Water Upgrade (WA2001)

<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	404,600	(404,600)	0
451-0000-391.05-56 Series 2019 GO Improvement	1,795,400	(1,595,400)	200,000
<i>Totals:</i>	2,200,000	(2,000,000)	200,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	1,500,000	(1,500,000)	0
451-0000-605.90-03 Improvements	700,000	(500,000)	200,000
<i>Totals:</i>	2,200,000	(2,000,000)	200,000

Meter Replacements (WA2008)

<u>Revenues:</u>	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	0	404,600	404,600
451-0000-391.05-56 Series 2019 GO Improvement	1,000,000	1,595,400	2,595,400
<i>Totals:</i>	1,000,000	2,000,000	3,000,000

<u>Expenditures:</u>	\$	\$	\$
451-0000-605.90-03 Improvements	1,000,000	0	1,000,000
451-0000-605.90-23 New Meters	0	2,000,000	2,000,000
<i>Totals:</i>	1,000,000	2,000,000	3,000,000

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:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Vacate Portion of Road Right-Of-Way off N. Eastman Road

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

Action Form No.: AF-66-2021
 Work Session: March 1, 2021
 First Reading: March 2, 2021

Final Adoption: March 16, 2021
 Staff Work By: Savannah Garland
 Presentation By: Ken Weems

Recommendation:

Approve Ordinance vacating excess right-of way off 1777 N. Eastman Road.

Executive Summary:

This is a request, from the owner of 1777 N. Eastman Road, to vacate a strip of excess right-of-way in the front of their property. The right-of-way proposed to be vacated is approximately 0.067 acres in size. City departments as well as local utility providers have reviewed the request. City staff sees no future use for this right-of-way. The vacated right-of-way will be incorporated into the site design for a new insurance office to be constructed at 1777 N. Eastman Rd. During their February 2021 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 February 10th, 2021.

Attachments:

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

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

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED OFF OF NORTH EASTMAN ROAD SITUATED IN THE CITY OF KINGSPORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at a public meeting held on Feb. 18, 2021, 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 Feb. 18, 2021, 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 March 2 2021, and notice thereof published in the Kingsport Times-News on February 10, 2021.

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 located off N. Eastman Road within the City of Kingsport, 11th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at an iron rod (old) with Davies cap, said rod located on the southerly sideline of North Eastman Road and a corner to Lot 1, Taylor Properties # 2, L.P. North Eastman Road (Plat Book 50, Page 593). Thence leaving said sideline and along Lot 2, South 03°28'12" East, A distance of 44.90 feet to an iron rod (old) with Davis cap, said rod. A corner to Lot 1, resubdivision of part of Lots 2 & 3, Block 19, Kingsport Heights Addition (Plat Book 57. Page 347). Thence long Lot 1 South 76°33'57" West, a distance of 115.61 feet to a Kingsport highway monument and with a curve to the right having a radius 761.20 feet and arc length 38.20 feet and a chord South 65°28'51" West, a distance of 38.20 feet to Kingsport highway monument. Thence with new lines within the current right of way of North Eastman Road North 01°10'33" East, a distance of 6.95 feet to a iron rod (new) with Alley & Associates cap and with a curve to the left having a radius 753.39 feet an arc length 165.65 feet and a chord North 60° 49' 31" East, A Distance of 165.32 feet to the point of beginning, said parcel contains 0.067 acres, more or less and is a portion of the current right of way for North Eastman Road.

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:

ANGELA MARSHALL, Deputy 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, March 2nd, 2021, to consider the vacating of right-of-way located off N. Eastman 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 (old) with Davies cap, said rod located on the southerly sideline of North Eastman Road and a corner to Lot 1, Taylor Properties # 2, L.P. North Eastman Road (Plat Book 50, Page 593). Thence leaving said sideline and along Lot 2, South 03°28'12" East, A distance of 44.90 feet to an iron rod (old) with Davis cap, said rod. A corner to Lot 1, resubdivision of part of Lots 2 & 3, Block 19, Kingsport Heights Addition (Plat Book 57. Page 347). Thence long Lot 1 South 76°33'57" West, a distance of 115.61 feet to a Kingsport highway monument and with a curve to the right having a radius 761.20 feet and arc length 38.20 feet and a chord South 65°28'51" West, a distance of 38.20 feet to Kingsport highway monument. Thence with new lines within the current right of way of North Eastman Road North 01°10'33" East, a distance of 6.95 feet to a iron rod (new) with Alley & Associates cap and with a curve to the left having a radius 753.39 feet an arc length 165.65 feet and a chord North 60° 49' 31" East, A Distance of 165.32 feet to the point of beginning, said parcel contains 0.067 acres, more or less and is a portion of the current right of way for North Eastman Road.

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 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: 02/10/2021

Property Information	Right-of -Way Vacating		
Address	1777 N. Eastman Road		
Tax Map, Group, Parcel	R-O-W on TM 47P, Group C, Parcels 54 – 56		
Civil District	11 th Civil District		
Overlay District	N/A		
Land Use Designation	Retail/Commercial		
Acres	+/- 0.420		
Applicant #1 Information		Surveyor Information	
Name: Lindsey Bolton Address: 901 East Center St. City: Kingsport State: TN Zip Code: 37660 Phone Number: (423) 246-8991		Name: Alley & Associates Address: 243 E. Market St. City: Kingsport State: TN Zip Code: 37660 Email: N/A Phone Number: (423) 392-8896	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends sending a favorable recommendation to the Board Mayor and Alderman to vacate a portion of North Eastman Road: <ul style="list-style-type: none"> Request was reviewed by all utility providers and city departments AEP has secured a right-of-way easement Staff Field Notes and General Comments: This parcel is a combination of Tax Map 47P Parcels 054.00-056.00. The applicant intends to construct a new insurance office at the location.			
Planner:	Garland	Date: 12/29/20	
Planning Commission Action		Meeting Date:	Feb. 18 , 2021
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**N. Eastman Road**

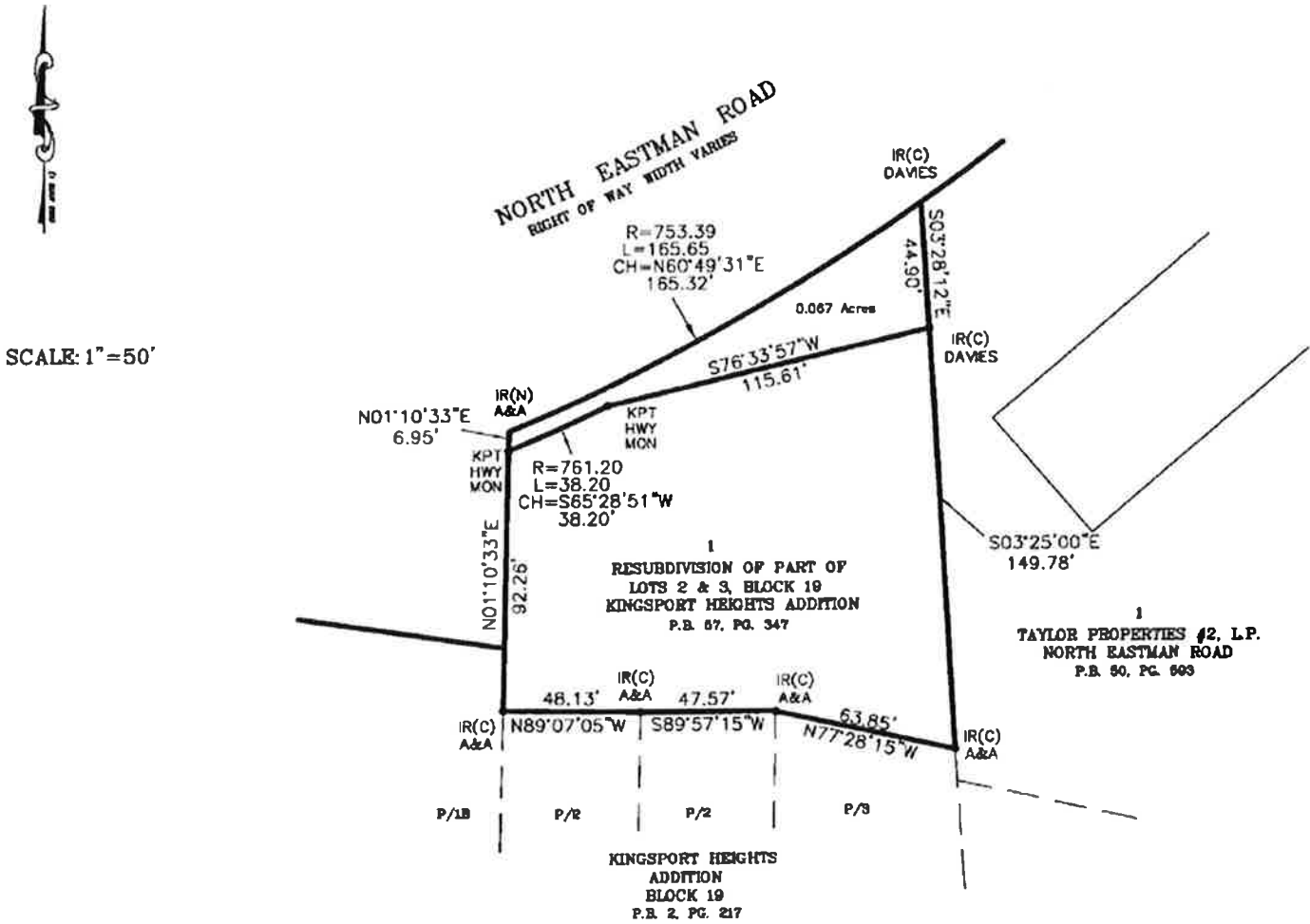
ADDRESS	1777 N. Eastman Road
DISTRICT, LAND LOT	Sullivan County 11th Civil District, TM 47P, Group C, Parcels 54 -56
OVERLAY DISTRICT	N/A
CURRENT ZONING	B-3
PROPOSED ZONING	N/A
ACRES +/- 0.420	
EXISTING USE	Street Right-of-Way
PROPOSED USE	Business

PETITIONER 1: Lindsey Bolton**901 E. Center St. Kingsport TN, 37660****INTENT**

The applicant is requesting that the portion of the N. Eastman Road right-of-way located in front of their property be vacated by the City of Kingsport. The purpose of this request is to clean up the property lines and to be able to meet the City's landscaping requirements. The area requested to be vacated is approximately 0.067 acres. The applicant owns parcels 54- 56. This area is excess right-of-way on N. Eastman Road.

This request has been reviewed by all City Departments and they have approved the request as there are no City utilities within that area. AEP has secured their right-of-way easement. The City Departments have responded that there is no need to keep this portion of N. Eastman Road.

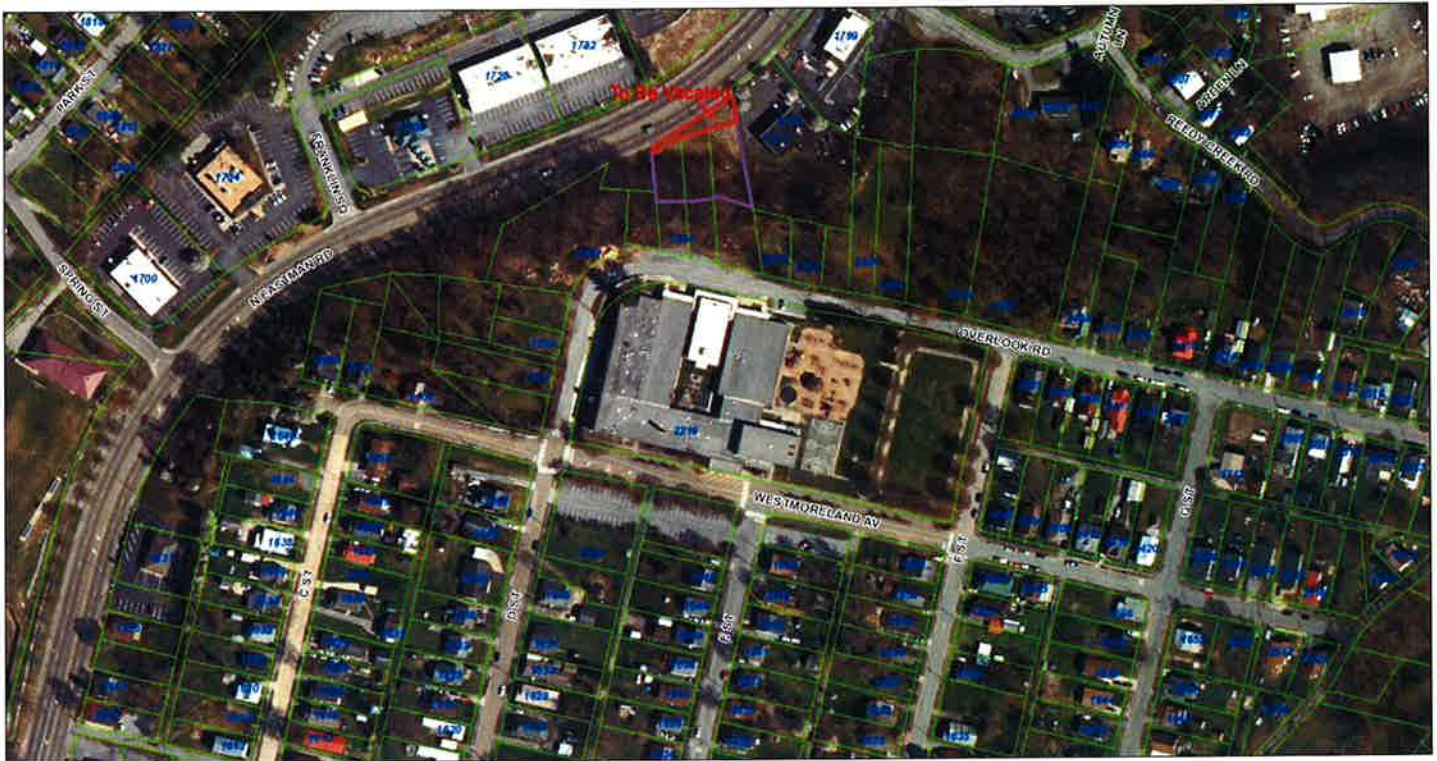
Staff recommends approval of the vacating of a portion of N. Eastman Road right-of-way as the City staff see no future use for the property.



LEGAL DESCRIPTION

BEGINNING AT AN IRON ROD (OLD) WITH DAVIES CAP, SAID ROD LOCATED ON THE SOUTHERLY SIDELINE OF NORTH EASTMAN ROAD AND A CORNER TO LOT 1, TAYLOR PROPERTIES # 2, L. P. NORTH EASTMAN ROAD (PLAT BOOK 50, PAGE 593). THENCE LEAVING SAID SIDELINE AND ALONG LOT 2, SOUTH $03^{\circ} 28' 12''$ EAST, A DISTANCE OF 44.90 FEET TO AN IRON ROD (OLD) WITH DAVIES CAP, SAID ROD A CORNER TO LOT 1, RESUBDIVISION OF PART OF LOTS 2 & 3, BLOCK 19, KINGSFORT HEIGHTS ADDITION (PLAT BOOK 57, PAGE 347). THENCE ALONG LOT 1 SOUTH $76^{\circ} 33' 57''$ WEST, A DISTANCE OF 115.61 FEET TO A KINGSFORT HIGHWAY MONUMENT AND WITH A CURVE TO THE RIGHT HAVING A RADIUS 761.20 FEET AN ARC LENGTH 38.20 FEET AND A CHORD SOUTH $65^{\circ} 28' 51''$ WEST, A DISTANCE OF 38.20 FEET TO A KINGSFORT HIGHWAY MONUMENT. THENCE WITH NEW LINES WITHIN THE CURRENT RIGHT OF WAY OF NORTH EASTMAN ROAD NORTH $01^{\circ} 10' 33''$ EAST, A DISTANCE OF 6.95 FEET TO A IRON ROD (NEW) WITH ALLEY & ASSOCIATES CAP AND WITH A CURVE TO THE LEFT HAVING A RADIUS 753.39 FEET AN ARC LENGTH 165.65 FEET AND A CHORD NORTH $60^{\circ} 49' 31''$ EAST, A DISTANCE OF 165.32 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.067 ACRES, MORE OR LESS AND IS A PORTION OF THE CURRENT RIGHT OF WAY FOR NORTH EASTMAN ROAD.

Site Map



1/21/2021, 10:57:47 AM

Kpt 911 Address

Washington County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River

Street_ROW

Sullivan County Parcels

Lake_Pond

Parcel_Conflict

Parcels

Railroad_ROW

River

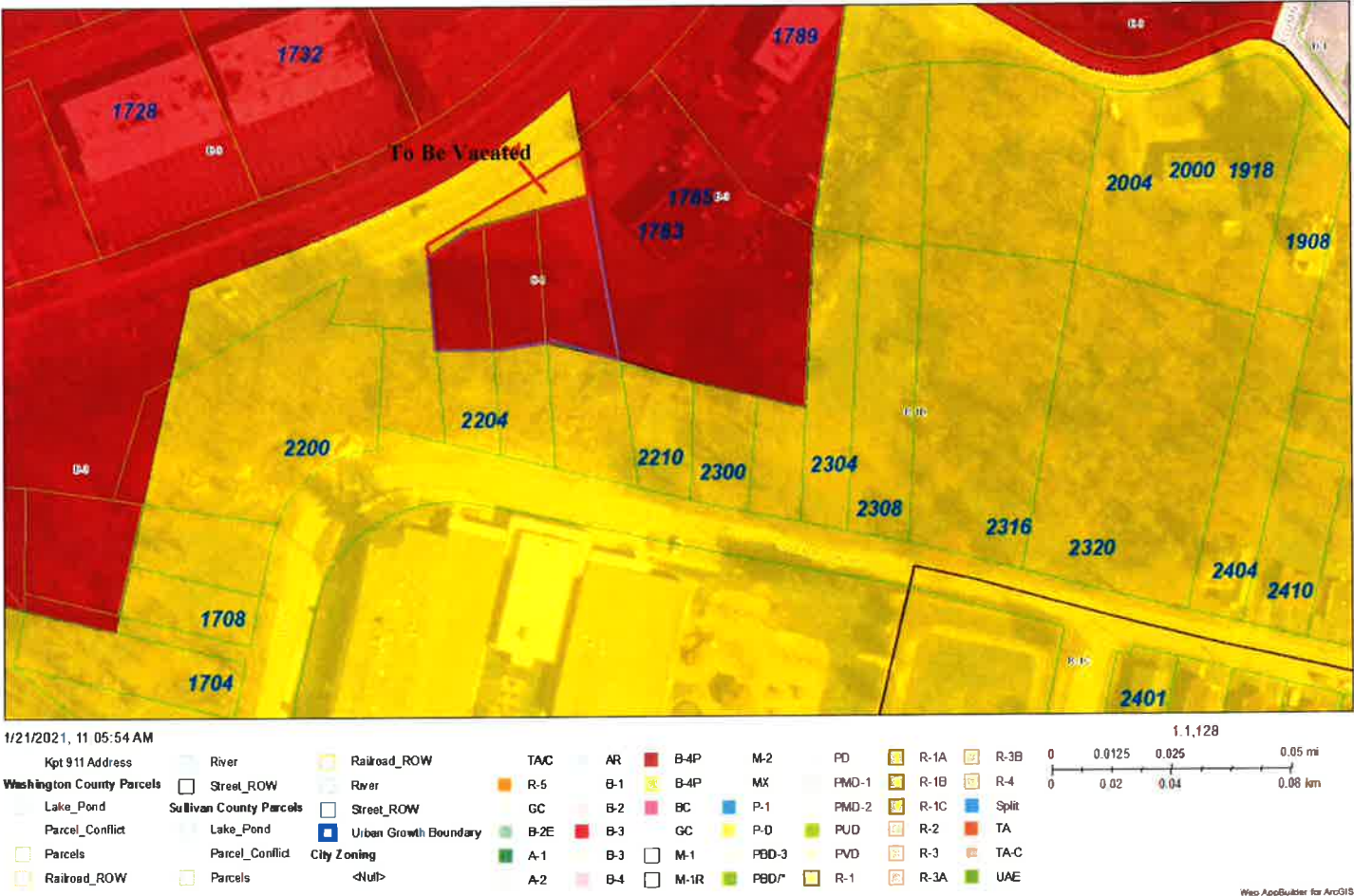
Street_ROW

Urban Growth Boundary



Web AppBuilder for ArcGIS

Zoning



Future Land Use



RECOMMENDATION:

Staff recommends sending a favorable recommendation to the Board Mayor and Alderman for the vacating of the 0.067 acres of N. Eastman Road right-of-way.



AGENDA ACTION FORM

Amend the FY 2021 General Purpose School Fund Budget

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

Action Form No.: AF-73-2021
 Work Session: March 1, 2021
 First Reading: March 2, 2021

Final Adoption: March 16, 2021
Staff Work By: David Frye
Presentation By: David Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

The Board of Education approved fiscal year 2021 budget amendment number one at their meeting on February 9, 2021. This amendment increases the General Purpose School Fund budget by \$462,590. These funds are being appropriated from the General Purpose School Fund, Unreserved Fund Balance to fund the purchase of 1,385 student Chromebooks. Normally this purchase would have been made with funds budgeted in FY 2022, but if the order is placed in July these devices won't be delivered for approximately 90 days. If the order is placed in March, the devices can be in students' hands on the first day of school. The current plan is to leave the appropriation in next year's budget unspent and returning these funds to the Unreserved Fund Balance at the end of next fiscal year.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number One – FY 2021

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

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

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

ORDINANCE NO. ****

AN ORDINANCE TO AMEND THE FY 2020-21 GENERAL
PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund budget be amended to ratify the Kingsport Board of Education approval of Budget Amendment Number One to increase the estimated revenue for Fund Balance Appropriations by 462,590. The expenditure budget will be changed by increasing the appropriation for Regular Instructional Equipment by \$462,090.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Fund 141: School Fund</u>			
<u>Revenues:</u>	\$	\$	\$
141-0000-392-0100 Fund Balance Appropriations	664,066	462,590	1,126,656
<i>Totals:</i>	664,066	462,590	1,126,656

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>Expenditures:</u>	\$	\$	\$
141-7161-711-0722 Regular Instructional Equip.	670,000	462,590	1,132,590
<i>Totals:</i>	670,000	462,590	1,132,590

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

January 12, 2021

KINGSPORT CITY SCHOOLS
FISCAL YEAR 2020-2021
BUDGET AMENDMENT NUMBER ONE

GENERAL PURPOSE SCHOOL FUNDS

STUDENT 1:1 DEVICE PURCHASE:

Traditionally, the purchase of student 1:1 devices are made in early July and received in early August. Information that we are receiving now indicates that orders placed in early July will be received approximately 90 days later. We have also been informed that if we order the devices in early March we should expect delivery in late April. In order to issue a purchase order for these devices we would need to have the funds available. The recommendation is to appropriate funds from the Unreserved Fund Balance and budget the funds as we normally would in the FY 22 budget. We would leave these funds unspent and add them back to the Unreserved Fund Balance at the end of FY 22.

It is recommended that the estimated revenue for Unreserved Fund Balance and the appropriation for Instructional Equipment be increased by \$462,590.



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-75-2021
Work Session: March 1, 2021
First Reading: March 2, 2021

Final Adoption: March 16, 2021
Staff Work By: Morris
Presentation By: McCartt

Recommendation: Approve the Ordinance.

Executive Summary:

The General Fund budget is being amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$2,271,450.

The General Projects-Special Revenue Fund budget is being amended by appropriating a contribution from Coca-Cola to the Coca-Cola Appropriation project (NC1604) in the amount of \$45,465 and by appropriating \$245,910 from the General Fund (110-4804-481.70-35) to the Bentek Payroll Benefits project (NC2009) in the amount of \$67,938 and to the General Projects project (NC2100) in the amount of \$177,972.

The State Street Aid Fund is being amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) by \$129,300 and the From General Fund revenue line (121-0000-391.01-00) by \$78,200 and decreasing the Fund Balance Appropriations revenue line (121-0000-392.01-00) by \$7,500, establishing a \$200,000 budget for the Construction Contracts expense line (121-4024-461.20-22) to pave a section of Fort Henry Drive.

The General Projects Fund is being amended by appropriating \$690,000 from the General Fund (110-4804-481.70-36) to the Wilcox Lighting project (GP1809) in the amount of \$55,000, to the Public Safety Software & Equipment project (GP2103) in the amount of \$500,000, to the Pickleball project (GP2109) in the amount of \$75,000, and to the Signal Shed project (GP2110) in the amount \$60,000.

The Solid Waste Fund is being amended by increasing various revenue and expense accounts to adjust the budget to actual. The total amount of the adjustment is \$155,710.

The Meadowview Fund and the Meadowview Project Fund are being amended by appropriating \$40,000 from the General Fund (110-4804-481.70-26) to the Meadowview Fund (420-6996-696.76-04) to establish the Meadowview Chairs project (MV2100) in the amount of \$40,000.

Attachments:

1. Ordinance

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

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

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS 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 amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$2,271,450.

SECTION II. That the General Projects-Special Revenue Fund budget be amended by appropriating a contribution from Coca-Cola to the Coca-Cola Appropriation project (NC1604) in the amount of \$45,465 and by appropriating \$245,910 from the General Fund (110-4804-481.70-35) to the Bentek Payroll Benefits project (NC2009) in the amount of \$67,938 and to the General Projects project (NC2100) in the amount of \$177,972.

SECTION III. That the State Street Aid Fund be amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) by \$129,300 and the From General Fund revenue line (121-0000-391.01-00) by \$78,200 and decreasing the Fund Balance Appropriations revenue line (121-0000-392.01-00) by \$7,500, establishing a \$200,000 budget for the Construction Contracts expense line (121-4024-461.20-22) to pave a section of Fort Henry Drive.

SECTION IV. That the General Projects Fund be amended by appropriating \$690,000 from the General Fund (110-4804-481.70-36) to the Wilcox Lighting project (GP1809) in the amount of \$55,000, to the Public Safety Software & Equipment project (GP2103) in the amount of \$500,000, to the Pickleball project (GP2109) in the amount of \$75,000, and to the Signal Shed project (GP2110) in the amount \$60,000.

SECTION V. That the Solid Waste Fund be amended by increasing various revenue and expense accounts to adjust the budget to actual. The total amount of the adjustment is \$155,710.

SECTION VI. That the Meadowview Fund and the Meadowview Project Fund be amended by appropriating \$40,000 from the General Fund (110-4804-481.70-26) to the Meadowview Fund (420-6996-696.76-04) to establish the Meadowview Chairs project (MV2100) in the amount of \$40,000.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Fund: 110</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-311.10-10 Commercial	10,976,000	254,249	11,230,249
110-0000-311.10-15 Industrial	2,701,700	133,429	2,835,129
110-0000-311.10-20 Farm	100,100	(6,074)	94,026
110-0000-311.10-25 Agriculture	56,700	(1,904)	54,796
110-0000-311.10-30 Residential	14,013,000	387,000	14,400,000
110-0000-311.10-40 Forestry	14,800	87	14,887
110-0000-311.10-50 Public Utilities	28,400	(28,400)	0
110-0000-311.20-10 Tan Commercial	8,002,000	(292,000)	7,710,000
110-0000-311.30-00 Public Utilities-SA	1,030,600	169,400	1,200,000

110-0000-311.40-00	Prior Years	300,000	400,000	700,000
110-0000-312.10-00	KHRA-PILOT	6,000	6,000	12,000
110-0000-312.60-00	KEDB-PILOT	1,274,000	238,154	1,512,154
110-0000-312.90-00	Other-PILOT	28,000	(2,000)	26,000
110-0000-314.10-00	Wholesale Beer Tax	1,210,000	(70,000)	1,140,000
110-0000-314.20-00	Wholesale Liquor Tax	470,600	129,400	600,000
110-0000-314.30-00	Beer Privilege Tax	14,500	266	14,766
110-0000-314.31-00	Beer Permit Applications	3,800	(300)	3,500
110-0000-315.10-00	Gross Receipts Tax	1,430,900	169,100	1,600,000
110-0000-315.30-00	New License Fee	3,300	1,200	4,500
110-0000-315.40-00	Minimal Activity License	700	300	1000
110-0000-315.50-00	Transient Vendor License	100	(50)	50
110-0000-316.10-00	Cable TV Franchise	790,000	(12,000)	778,000
110-0000-316.15-00	AEP Franchise	3,900,000	(50,000)	3,850,000
110-0000-316.20-00	Motel-Room Occupancy Tax	900,000	(125,000)	775,000
110-0000-317.10-00	Property Tax P&I	150,000	100,000	250,000
110-0000-317.12-00	Publicity & Postage	5,000	2,000	7,000
110-0000-321.10-00	Contractor Licenses	13,000	1,000	14,000
110-0000-322.10-00	Building Permits	250,000	(1,500)	248,500
110-0000-322.20-00	Electrical Permits	30,000	8,500	38,500
110-0000-322.30-00	Natural Gas Permits	40,000	(2,500)	37,500
110-0000-322.40-00	Plumbing Permits	20,000	(3,500)	16,500
110-0000-322.50-00	Fortunetellers	200	(200)	0
110-0000-332.05-00	Hall Income Tax	150,000	0	150,000
110-0000-332.10-00	Sales Tax	4,220,000	580,000	4,800,000
110-0000-332.12-00	Telecommunication Sale Tx	60,000	20,000	80,000
110-0000-332.13-00	Telecom Privilege	0	3,000	3,000
110-0000-332.15-00	Beer Tax	24,000	(1,000)	23,000
110-0000-332.20-00	Mix Drink Tax	260,000	(70,000)	190,000
110-0000-332.25-00	Street & Transport	101,700	94	101,794
110-0000-332.35-00	Supplement Fireman Salary	96,000	(16,000)	80,000
110-0000-332.40-00	Supplement Police Salary	83,200	(800)	82,400
110-0000-332.45-00	In-Lieu intangible Per PR	60,000	0	60,000
110-0000-332.50-00	TVA In-Leau of Tax	630,000	(43,909)	586,091
110-0000-332.52-00	TVA Impact Payment	190,000	(10,135)	179,865
110-0000-332.57-00	Direct Appropriation	1,223,374	0	1,223,374
110-0000-332.58-00	Coronavirus Relief Funds	0	811,140	811,140
110-0000-332.71-00	FTDD Area Agency on Aging	46,250	(14,250)	32,000
110-0000-333.05-00	Sales Tax-Hawkins	875,000	125,000	1,000,000
110-0000-333.10-00	Sales Tax-Sullivan	15,625,000	1,375,000	17,000,000
110-0000-333.15-00	Cont Bays Mtn Park	25,000	(10,000)	15,000
110-0000-333.20-00	Cont Fire Service	187,200	25	187,225
110-0000-333.35-00	Admin-Building	0	100,000	100,000
110-0000-337.12-28	HIDTA	0	5,000	5,000
110-0000-341.10-14	Athletic Uniform Fee	0	75	75

110-0000-341.10-15	Summer Prog Activity Fee	10,000	(10,000)	0
110-0000-341.10-20	Allandale Rental	75,000	(30,000)	45,000
110-0000-341.10-50	Auditorium Receipts	32,700	(7,700)	25,000
110-0000-341.10-59	FunFest Softball Tourn.	0	1,530	1,530
110-0000-341.10-60	Concession Receipts	125,000	(20,000)	105,000
110-0000-341.10-61	Athletic Facility Rentals	25,000	3,000	28,000
110-0000-341.10-62	Athletic Programs	45,000	(8,000)	37,000
110-0000-341.10-63	Cultural Arts Prog	7,500	(2,565)	4,935
110-0000-341.10-64	Renaissance Set Up	7,500	(4,000)	3,500
110-0000-341.10-70	Renaissance	50,000	(15,000)	35,000
110-0000-341.10-80	Community Ctr Rent	15,500	0	15,500
110-0000-341.10-81	VO Dobbins Rent	174,300	7,300	181,600
110-0000-341.10-85	Comm Prog Events	10,000	(6,500)	3,500
110-0000-341.10-86	Lynn View Com Ctr	1,500	(600)	900
110-0000-341.10-88	Farmer's Market Building	8,000	(3,700)	4,300
110-0000-341.10-90	Other Rec Receipts	0	145	145
110-0000-341.10-95	Dog Park Fees	3,200	100	3,300
110-0000-341.10-96	Carousel Tickets	30,000	(15,000)	15,000
110-0000-341.10-97	Carousel Rentals	20,000	(12,000)	8,000
110-0000-341.10-98	Carousel Events	5,000	(5,000)	0
110-0000-341.20-10	Senior Center Dues	32,500	(22,500)	10,000
110-0000-341.20-20	Sr. Cen Trans Fees	4,000	(4,000)	0
110-0000-341.26-10	Ad. Ed. Class Fees	1,500	(1,500)	0
110-0000-341.30-10	BMP Entrance Fees	90,000	(15,000)	75,000
110-0000-341.30-15	BMP School Program Fees	20,000	(19,730)	270
110-0000-341.30-20	BMP Planetarium Fees	20,000	(20,000)	0
110-0000-341.30-40	BMP Barge Rides	5,000	2,400	7,400
110-0000-341.30-50	BMP Nature Show Fees	600	400	1,000
110-0000-341.30-60	BMP Mountain Bike Fees	300	(50)	250
110-0000-341.30-70	BMP Ropes Course Fees	17,000	(17,000)	0
110-0000-341.30-90	BMP Primitive Camping Fees	0	150	150
110-0000-341.30-95	Facility Rental Fees	1,800	0	1,800
110-0000-341.60-87	FM Merchandise	300	(300)	0
110-0000-341.60-89	FM Booth Fees	8,500	1,000	9,500
110-0000-342.40-00	Sexual Offenders	6,000	0	6,000
110-0000-342.72-00	Driver's School	20,000	(2,500)	17,500
110-0000-342.73-00	Child Restraint Class	0	225	225
110-0000-342.85-20	Food Truck Inspection	1,500	(1,000)	500
110-0000-342.85-22	Food Truck Renewal	600	(200)	400
110-0000-342.85-25	Food Truck 3 Day Permit	500	(300)	200
110-0000-348.10-00	Business License Rec Fee	0	7	7
110-0000-348.21-00	Commercial Plans Review	10,000	(5,000)	5,000
110-0000-348.40-00	E-911 Charges	296,500	1	296,501
110-0000-348.40-10	E-911 Supplemental Pay	11,000	5,000	16,000
110-0000-348.68-00	Contracted Maint-State Rd	250,000	0	250,000

110-0000-348.80-00	Engineering Fees	500,000	0	500,000
110-0000-348.90-02	Mount Carmel	400	(400)	0
110-0000-351.10-00	Sessions Court Fines	40,000	(5,000)	35,000
110-0000-351.20-00	Circuit Court Fines	10,000	0	10,000
110-0000-351.30-00	Police Court Fines	100,000	(35,000)	65,000
110-0000-351.30-65	Red Light Camera Fines	333,600	26,400	360,000
110-0000-351.31-00	Local Court Costs	125,000	(29,000)	96,000
110-0000-351.31-66	Red Light Court Costs	30,000	(11,000)	19,000
110-0000-351.32-00	Local Litigation Fee	6,000	(1,300)	4,700
110-0000-351.60-00	Drug Fines	14,000	4,500	18,500
110-0000-361.10-00	Earnings On Investments	50,000	(30,000)	20,000
110-0000-364.20-00	From Corporations	100,000	0	100,000
110-0000-364.20-10	KPT Lifesaving Crew	75,000	0	75,000
110-0000-364.30-00	From Non-Profits	100,000	25,000	125,000
110-0000-364.30-00	Land Sales	0	10,610	10,610
110-0000-368.15-00	Rental of Land & Building	28,800	60	28,860
110-0000-368.30-00	Return Check Charge	1,200	(300)	900
110-0000-368.30-67	Red Light Cam Fines	200	(80)	120
110-0000-368.32-00	Vending Machine Revenue	0	2,500	2,500
110-0000-368.55-20	Police Copies	50	0	50
110-0000-368.77-00	Convenience Fee	3,150	50	3,200
110-0000-368.79-00	Tax Processing Fee	8,000	1,600	9,600
110-0000-368.99-00	Miscellaneous	100,000	50,000	150,000
110-0000-391.21-00	From School Fund	275,000	(95,000)	180,000
110-0000-391.69-00	From Visitors Enhancement	72,200	(72,200)	0
110-0000-392.01-00	Fund Balance Appropriations	3,431,579	(1,600,000)	1,831,579
110-0000-393.37-04	AC-Admin Fee	45,400	0	45,400
110-0000-393.42-04	Sewer-Admin Fee	595,400	0	595,400
110-0000-393.42-60	Sewer PILOT	838,000	0	838,000
110-0000-393.45-04	Water Admin Fee	968,000	0	968,000
110-0000-393.45-60	Water PILOT	653,000	0	653,000
110-0000-393.89-04	ST WA-Admin Fee	84,600	0	84,600
Totals:		81,651,503	2,271,450	83,922,953

Expenditures:

<u>Expenditures:</u>		\$	\$	\$
110-1001-401.20-99	Miscellaneous	0	35,000	35,000
110-1005-405.80-51	SBK Animal Control	260,800	39,200	300,000
110-1005-405.80-80	Sullivan Co Econ Dev D S	200,000	52,000	252,000
110-3501-451.20-81	Accreditation	5,000	5,000	10,000
110-4804-481.70-23	To State Street Aid Fund	700,000	78,200	778,200
110-4804-481.70-26	To Meadowview Fund	0	40,000	40,000
110-4804-481.70-35	To Gen Proj-Special Rev	465,070	245,910	710,980
110-4804-481.70-36	To General Project Fund	2,525,000	690,000	3,215,000
110-4806-481.10-98	2% COLA	0	\$275,000	\$275,000.00
110-4810-481.20-99	Miscellaneous	1,223,374	811,140	2,034,514
Totals:		5,379,244	\$2,271,450	\$7,650,694

General Projects-Special Revenue Fund: 111**Coca-Cola Appropriation (NC1604)****Revenues:**

111-0000-364.20-00 From Corporations	\$ 32,000	\$ 45,465	\$ 77,465
Totals:	32,000	45,465	77,465

Expenditures:

111-0000-601.90-04 Equipment	32,000	45,465	77,465
Totals:	32,000	45,465	77,465

Bentek Payroll Benefits (NC2009)**Revenues:**

111-0000-391-0100 From General Fund	\$ 73,000	\$ 67,938	\$ 140,938
Totals:	73,000	67,938	140,938

Expenditures:

111-0000-601-2057 Computer Repairs & Maint.	\$ 73,000	\$ 67,938	\$ 140,938
Totals:	73,000	67,938	140,938

General Projects (NC2100)**Revenues:**

111-0000-391.01-00 From General Fund	\$ 89,175	\$ 177,972	\$ 267,147
Totals:	89,175	177,972	267,147

Expenditures:

111-0000-601.90-03 Improvements	\$ 89,175	\$ 177,972	\$ 267,147
Totals:	89,175	177,972	267,147

State Street Aid Fund: 121**Revenues:**

121-0000-332.60-00 Gasoline & Motor Fuel Tax	\$ 1,640,700	\$ 129,300	\$ 1,770,000
121-0000-391.01-00 From General Fund	700,000	78,200	778,200
121-0000-392.01-00 Fund Balance Appropriations	7,500	(7,500)	0
Totals:	2,348,200	200,000	2,548,200

Expenditures:

121-4024-461.20-22 Construction Contracts	\$ 0	\$ 200,000	\$ 200,000
Totals:	0	200,000	200,000

General Project Fund: 311**Street Lights (GP1809)****Revenues:**

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	85,334	0	85,334
311-0000-368.10-66 Series 2019 GO Improvment	26,834	0	26,834
311-0000-368.21-01 Premium From Bond Sale	8,746	0	8,746
311-0000-391.01-00 From General Fund	1,062	55,000	56,062
Totals:	121,976	55,000	176,976

Expenditures:

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	1,976	0	1,976
311-0000-601.90-03 Improvements	120,000	55,000	175,000
Totals:	121,976	55,000	176,976

Public Safety Software & Equip (GP2103)**Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	788,917	500,000	1,288,917
Totals:	788,917	500,000	1,288,917

Expenditures:

	\$	\$	\$
311-0000-601.90-04 Equipment	0	500,000	500,000
311-0000-601.90-08 Software \$5,000 & Over	788,917	0	788,917
Totals:	788,917	500,000	1,288,917

Pickleball (GP2109)**Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	0	75,000	75,000
Totals:	0	75,000	75,000

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	0	75,000	75,000
Totals:	0	75,000	75,000

Signal Shed (GP2110)**Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	0	60,000	60,000
Totals:	0	60,000	60,000

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	0	60,000	60,000
Totals:	0	60,000	60,000

Fund 415: Solid Waste Fund**Revenues:**

	\$	\$	\$
415-0000-343.10-10 Inside Res 1 Cart	1,700,000	20,000	1,720,000
415-0000-343.10-11 Inside Res Ad Cart	80,000	0	80,000
415-0000-343.10-20 Outside Resident 1 Cart	300,000	40,000	340,000
415-0000-343.10-21 Outside Resident Ad Cart	12,000	4,000	16,000
415-0000-343.10-30 Commercial Cart Pickup	100,000	20,000	120,000
415-0000-343.10-50 Mobile Home Park	50,000	4,000	54,000
415-0000-343.10-75 Dumpster Pickup	115,000	35,000	150,000
415-0000-343.11-00 Construction Waste	13,800	3,700	17,500
415-0000-343.12-00 Mt Carmel Collection	156,000	7,125	163,125
415-0000-343.15-00 Special Pickup Fee	7,000	1,000	8,000
415-0000-343.20-00 Tire Disposal Charges	5,500	(1,000)	4,500
415-0000-343.25-00 Compost Sales	1,000	(500)	500
415-0000-343.26-00 Hay Sales	0	100	100
415-0000-343.40-00 Back-Door Collection	18,500	3,500	22,000
415-0000-343.55-00 Wood Chip Feul	25,000	(25,000)	0
415-0000-343.60-00 Landfill Tipping Fee	353,410	46,590	400,000
415-0000-343.65-10 Roll Off Dumpsters	40,840	(3,640)	37,200
415-0000-343.65-20 Tipping Fees	12,900	1,500	14,400
415-0000-343.70-00 Garbage Cart Fee	1,900	1,400	3,300
415-0000-361.10-00 Earnings On Investments	5,000	(1,500)	3,500
415-0000-361.22-00 Int LGIP	250	(210)	40
415-0000-391.01-00 From General Fund	1,500,000	0	1,500,000
415-0000-392.01-00 From Fund Balance App	355	(355)	0
Totals:	4,498,455	155,710	4,654,165

Expenditures:

415-4022-462.90-04 Equipment	0	155,710	155,710
Totals:	0	155,710	155,710

Fund 420: Meadowview Fund**Revenues:**

	\$	\$	\$
420-0000-391.01-00 From General Fund	0	40,000	40,000
Totals:	0	40,000	40,000

Expenditures:

420-6996-696.76-04 To Meadowview Project Fund	0	40,000	40,000
Totals:	0	40,000	40,000

Fund 454: Meadowview Project Fund

Meadowview Chairs (MV2100)

Revenues:

	\$	\$	\$
454-0000-391-49-00 Meadowview Conference CT	0	40,000	40,000
<i>Totals:</i>	0	40,000	40,000

Expenditures:

454-0000-601-90-03 Improvements	0	40,000	40,000
<i>Totals:</i>	0	40,000	40,000

SECTION VII. 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:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Renewing the Award of the Bid for the Purchase of Water & Wastewater Chemicals

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

Action Form No.: AF-84-2021
Work Session: March 15, 2021
First Reading: N/A

Final Adoption: March 16, 2021
Staff Work By: Committee
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on February 27, 2018 for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant. The City's Invitation to Bid included a renewal option clause which allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. Gulbrandsen Technologies had a name change to G2O Technologies. It is the recommendation of the Water/WW Facilities Manager to extend the following chemical purchases for an additional 12 month period as follows:

Coagulant – G2O Technologies - \$.387/lb
Chlorine – JCI Jones Chemical - \$.2315/lb
Hydrofluorosilic Acid (Fluoride) – Univar USA - \$.196/lb
Zinc Orthophosphate – Carus Corp - \$.420/lb
Sodium Permanganate – Shannon Chemical - \$.947/lb
Polymer – Coastal Water Technologies - \$1.19/lb

The time frame for these renewals is May 1, 2021 through April 30, 2022. Please see the attached documents for more information.

Funding is identified in water and sewer fund operating expense accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letter

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF CHLORINE TO JCI JONES CHEMICAL; FOR COAGULANT TO G20 TECHNOLOGIES; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; AND FOR HYDROFLUOROSILIC ACID TO UNIVAR USA; SODIUM PERMANGANATE TO SHANNON CHEMICAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on February 27, 2018, bids were opened for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant; and

WHEREAS, the invitation to bid included a renewal option clause that allows the city to renew the award for an additional 12 month period if costs are acceptable to both parties with board approval; and

WHEREAS, the city would like to exercise the renewal option for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant for the time frame of May 1, 2021, through April 30, 2022, as set out below; and

WHEREAS, upon review of the bids, the board finds G20 Technologies 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 Coagulant at a cost of \$.387 per pound, from G20 Technologies; and

WHEREAS, upon review of the bids, the board finds JCI Jones Chemical 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 Chlorine at a cost of \$.2315 per pound, from JCI Jones Chemical; and

WHEREAS, upon review of the bids, the board finds Carus Corporation 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 zinc orthophosphate at a cost of \$.420 per pound Carus Corporation; and

WHEREAS, upon review of the bids, the board finds Coastal Water Technology, LLC 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 polymer at a cost of \$1.19 per pound, from Coastal Water Technology, LLC; and

WHEREAS, upon review of the bids, the board finds Univar USA 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 hydrofluorosilic acid at a cost of \$.196 per pound, from Univar USA; and

WHEREAS, upon review of the bids, the board finds Shannon Chemical 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 Sodium Permanganate at a cost of \$.947 per pound, from Shannon Chemical; and

WHEREAS, funding is identified in water and sewer operating accounts.

Now therefore,

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

SECTION I. That the renewal of the agreement for the purchase of various chemicals for use by the Filter Plant and Wastewater Treatment Plant for the time frame of May 1, 2020, through April 30, 2021 is approved.

SECTION II. That the renewal of the agreement with JCI Jones Chemical for the purchase of chlorine at a cost of \$.2315 per pound for use by the Filter Plant, is approved, and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION III. That the renewal of the agreement with Carus Corporation for the purchase of zinc orthophosphate at a cost of \$.420 per pound for use by the Filter Plant, is approved, and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION IV. That renewal of the agreement with G20 Technologies for the purchase of coagulant is awarded to for Coagulant at a cost of \$.387 per pound for use by the Filter Plant, is approved and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION V. That renewal of the agreement with Coastal Water Technology, LLC for the purchase of polymer at a cost of \$1.19 per pound, for use by the Filter Plant, is approved, and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VI. That renewal of the agreement with Univar USA for the purchase of hydrofluorosilic acid at a cost of \$.196 per pound, for use by the Filter Plant, is approved, and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VII. That renewal of the agreement with Shannon Chemical for the purchase of Sodium Permanganate is awarded to at a cost of \$.947 per pound, for use by the Filter Plant, is approved, and the city manager is authorized to execute purchase orders for the same, as needed.

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
February 27, 2018 - 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

WATER AND WASTEWATER CHEMICALS								
Vendor:	Liquid Chlorine:	Zinc Orthophosphate:	Hydrofluorosilicic Acid 23%:	Gulbrandsen 6801 2,000 Gal.:	Gulbrandsen 6801 4,000 Gal.:	CWT ST-600 Coastal Polymer:	Sodium Permanganate 20%	Period of Time Prices Firm For:
BHS Specialty Chem.	No Bid	No Bid	\$.1935/lb.	No Bid	No Bid	No Bid	No Bid	1 Yr/date awarded
Chemrite	No Bid	\$.503/lb.	No Bid	No Bid	No Bid	No Bid	\$1.01/lb.	1 Year
Univar USA	No Bid	No Bid	\$.118/wet lb.	No Bid	No Bid	No Bid	No Bid	1 Year
Brenntag Midsouth	\$.234/lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Pencco, Inc.	No Bid	No Bid	\$.1345/lb.	No Bid	No Bid	No Bid	No Bid	1 Year
Gulbrandsen Tech.	No Bid	No Bid	No Bid	\$.415/lb.	\$.387/lb.	No Bid	No Bid	1 Year
Carus Corp.	No Bid	\$.37/lb.	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Shannon Chemical	No Bid	\$.553/lb.	No Bid	No Bid	No Bid	No Bid	\$.947/lb.	1 Year
JCI Jones Chemical	\$.209/lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Coastal Water Tech.	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.14/lb.	No Bid	1 Year
USALCO	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A

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



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Niki Ensor, W/WW Facilities Manager

From: Mark Zinnanti, WTP Superintendent

Date: February 24, 2021

Re: 2021 Chemical Pricing

Plant staff has reviewed chemical pricing and recommends purchasing treatment chemicals as described below;

Coagulant

GPAC 6801 – Plant staff recommends purchasing from G2O Technologies at \$0.387/lb. G2O Technologies (previously Gulbrandsen Technologies) has provided coagulant to our facility for approximately 20 years and Water Plant personnel remain pleased with both the product and service. Pricing will remain unchanged from the current bid.

Chlorine

Drinking water treatment requires chlorine for disinfection. Plant staff recommends purchasing from JCI Jones Chemical at \$0.2315/lb. Total increase will equate to \$2,488 for this treatment chemical.

Hydrofluorosilic Acid (Fluoride)

The Kingsport Water Treatment Plant's fluoridation program has been approved by the Tennessee Department of Environment and Conservation (TDEC). Plant Staff recommends purchasing from Univar USA at \$0.1960/lb. New pricing will result in an increase of \$5,144 for this treatment chemical.

Zinc Orthophosphate

The Tennessee Department of Environment and Conservation requires community water systems to maintain an approved corrosion control program. Accordingly, Zinc Orthophosphate is essential in maintaining water quality throughout our distribution system. Plant staff recommends Carus Corporation at \$0.420/lb. New pricing will equate to an increase of \$1,717 relative to this treatment chemical.

Sodium Permanganate

Sodium Permanganate is utilized in the treatment process to control taste and odors and more importantly to reduce certain chemicals which lead to the formation of disinfection byproducts. Plant staff recommends Shannon Chemical at \$0.947/lb. Pricing will remain unchanged from the current bid.

Polymer

Polymer is used in the solids treatment process at the Waste Water Plant. Plant staff recommends Costal Water Technology at \$1.19/lb. The Waste Water Plant has been using Costal polymer for approximately 10 years and staff remains pleased with both product and service. Pricing will remain unchanged from the current bid.

Overall new pricing results in \$9,349 increased chemical cost for the next year.



February 15, 2021

To: City of Kingsport
Procurement Manager
225 W. Center Street
Kingsport, TN 37660

RE: Chemical Renewal GPAC 6801

Dear Sir/Madam,

We at G2O Technologies LLC. Would like to submit a renewal for GPAC 6801 from G2O Technologies (FKA, Gulbrandsen Technologies Inc.) Contract dates of May 1, 2021 – April 30, 2022 with annual renewal options. This is to include the following:

Bulk truck load of our GPAC 6801 @ \$0.387/lb. and half bulk load @ \$0.415/Lb.

If any further clarification is needed on any of the above, please feel free to contact me at the below mention number. We look forward to working with your team again.

A handwritten signature in blue ink that reads 'Magali Santini'.

Magali Santini
Manager, Water Treatment Solutions & Product Innovation



M 407.978.8468
E magali.santini@G2Otech.com

G2O Technologies,
751 Pineville Rd, Chattanooga, TN 37405

G2Otech.com



February 22, 2021

Hi Nikisha,

I hope your week is going well.

It's that time again to discuss another Chlorine renewal. (I believe this would be renewal 3).

Current pricing	\$438.00/2000# container
-----------------	--------------------------

Renewal 3 pricing	\$463.00/2000# container
-------------------	--------------------------

The reason for the increase – JCI had two price increases in 2020 from our supplier.

Please let me know if you would like to renew.

Thank you,

A handwritten signature in black ink that reads "Teresa Smith". The signature is written in a cursive, flowing style.

Teresa Smith – Office Manager
JCI Jones Chemicals
Charlotte NC

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarsolutions.com



February 19, 2021

Account LN-811008/LU-189394
City of Kingsport
2436 Sherwood Rd
Kingsport, TN 37660

RE: Renewal of Hydrofluorosilicic Acid

To Nikisha Eichmann:

Univar Solutions USA Inc. is pleased to have the option to extend the agreement and can do so at the following prices:

CHEMICAL	PRODUCT #	BID PRICE	UNIT	MIN. ORDER REQUIREMENT? Y/N	PLEASE NOTE
Hydrofluorosilicic Acid 23%	16141271 16150743	\$0.196 or \$392.00	Per lb Or Per Ton	See Original Bid/Offer	See Original Bid/Offer

Due to product increase we currently raising the price on the Hydrofluorosilicic Acid. Univar will hold this pricing firm for the renewal term of May 1, 2021 – April 30, 2022.

Increases have been calculated based on changes in the market since the original bid. Market information (CMAI data) is attached for your reference for the HFS.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply City of Kingsport – We very much appreciate it.

Sincerely,

Stacy Ziegler

Municipal Specialists
Univar Solutions USA Inc.
muniteam-west@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

MINERAL CITY TRANSPORT

Spruce Pine NC

January 1, 2021

Freight Increases for 2021

Sara-

Due to losses in 2020 from COVID 19 and related issues there will be an increase of 48% on all lanes in the SE.

This would include Tennessee, Alabama, Georgia, North and South Carolina

Sincerely,

Gordon Underwood

A handwritten signature in black ink, appearing to read "Gordon Underwood", with a stylized flourish at the end.



July 13, 2020

To Whom It May Concern:

This is to confirm that PCS Sales (USA) Inc. (also known as Nutrien) has increased Hydrofluorosilicic Acid (HFSA) prices by 52% or \$275 per ton (100% product basis) to our master distributors. This reflects several increases over a time period of January 1, 2019 to January 1, 2021.

There have been several contributing factors to these price changes. One major manufacturer has recently ceased production, and this has caused an increased production requirement for Nutrien and other HFSA producers. The tightness of supply has driven prices upward as well as a general trend of manufacturers seeking to improve upon poor profitability. For example, 2019 pricing to our customers was -54% lower than the previous 10-year average and -66% lower than peak price of that 10-year period.

Sincerely,

Bryan Gooch
Sr. Director, Industrial Sales
Office: 970-613-3160 | Cell: 970-214-7140
Bryan.Gooch@nutrien.com



February 17, 2021

City of Kingsport
Nikisha Eichmann
225 W Center Street
Kingsport TN, 37660

RE: Contract for Zinc Orthophosphate

Dear Ms. Eichmann;

Carus LLC would like to exercise the option to extend the above-mentioned contract for an additional one-year term; May 5, 2021 – April 30, 2022. The phosphate market continues to be very volatile as we have received several rounds of price increases from our raw material suppliers over the past year. We have been able to mitigate some of the increases in 2020, however we are affected by these increased costs now in 2021. As these conditions continue to impact us, we respectfully request a price adjustment for bulk deliveries of CARUS™ 3280 water treatment chemical from \$0.39/lb. to \$0.42/lb. delivered.

As justification for our request, we have enclosed copies of our supplier raw material price increase letters for your review. Also included, is the LME index for Zinc as published by the London Metals Exchange showing the forward 12-month projection as another reference.

Please let us know if anything further is needed.

We thank you for the continued opportunity.

Sincerely,

Barbie Smith
Inside Sales Manager

Carus LLC (f/k/a Carus Corporation)
315 Fifth Street
Peru, IL 61354
815/223-1500 Telephone
815/224-6655 Fax



April 3, 2020

Dear Valued Customer:

As a result of supply constraints and strengthening phosphate markets, Nutrien Sales will implement a price increase of \$0.01 USD per pound on all grades of purified phosphoric acid. This increase is effective May 1, 2020 or as contract terms allow.

Your local sales manager will be following up with you to discuss further. We appreciate and value your business and look forward to serving you in the future. Please let our team know any time we can be assistance and thanks for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Gooch".

Bryan Gooch
Sr. Director, Purified Phosphoric Acid Sales
Phone: 970-613-3160
Email: bryan.gooch@nutrien.com

NUTRIEN SALES

1101 SKOKIE BOULEVARD SUITE 500, NORTHBROOK, IL 60062 • PHONE (847) 849-4200 • FAX (847) 849-4693
INDUSTRIAL CUSTOMER SERVICE 800-654-4514
WWW.NUTRIEN.COM



Innophos, Inc.
259 Prospect Plains Road ♦ Building A
Cranbury, NJ 08512-3706
Telephone: (609) 495-2495
Fax: (609) 860-0138
www.innophos.com

April 8th, 2020

Dear Valued Customer,

Innophos remains sensitive to the unprecedented times we are all operating through, and we are committed to the safety of our employees, customers and their families. As we stay committed to what is most important, it is also imperative to take the necessary steps in maintaining a reliable and steady supply of raw materials for production and supply of purified phosphoric acid and phosphate salts into all industries we serve, specifically for the essential industries within the food, beverage, nutrition, pharmaceutical and industrial specialty market segments.

Given the current operating environment and to provide a reliable supply to our current customer-base, we must increase all off-list, non-contract prices by 3% effective for any orders shipping on or after May 1st, 2020. This increase will be applied to typical order volumes on all phosphoric acid and phosphate salt products.

Should your business require increased volume commitments during these times, or additional requests, please contact your Innophos Sales Executive to discuss pricing as it relates to the current operating conditions.

Innophos values your business and we remain committed to being your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your regional Innophos Sales Executive.

Regards,

A handwritten signature in black ink, appearing to read "M. Coen".

Marco Coen

Vice President – Commercial



Michael Hamlin
Vice-President Sales & Marketing
Prayon Inc.
PO Box 1473
Augusta, GA 30903
302-463-9320 (m)

April 15, 2020

Dear Valued Customer:

Prayon recognizes the unusual environment in which we currently operate. We have seen swings in both supply and demand, and changes in supply and cost of ocean freight. In order to meet those challenges, it is necessary to take action to ensure a steady supply of Purified Phosphoric Acid and Phosphate Salts that is essential to our end use markets.

In order to support a reliable supply of Purified Phosphoric Acid and Phosphate Salts, Prayon will increase pricing effective May 1, 2020, or as contract terms permit, as follows:

All Grades of Purified Phosphoric Acid:	\$0.01/lb.
All Phosphate Salts:	\$0.02/lb.

All other terms and conditions remain unchanged. Payment terms remain Net 30 days.

We also emphasize the need for accurate forecasts on all products. Any expected changes in demand should be discussed at the earliest opportunity with your Area Sales Manager.

We thank you for your trust in Prayon products and look forward to remaining your supplier of choice. If you have any questions, please contact your Area Sales Manager.

Michael E. Hamlin
Vice-President, Sales & Marketing

Prayon Inc.
400 Marvin Griffin Road
Augusta, GA 30906

302-798-4346
302-798-0015

www.prayon.com



Innophos, Inc.
259 Prospect Plains Road ♦ Building A
Cranbury, NJ 08512-3706
Telephone: (609) 495-2495
Fax: (609) 860-0138
www.innophos.com

September 14th, 2020

Dear Valued Customer,

As a result of continued pressures in the cost to serve our phosphate end market applications, specifically the continued uncertainty in the raw material markets, it is necessary to increase our prices effective October 1st, 2020, or as contract terms permit. Innophos remains committed and steadfast in its approach to service our customers with high quality and innovative solutions for the long term.

- 9% increase on all off-list prices for Food & Technical Grade salts
- \$0.04/lb increase on all off-list prices for Phosphoric Acid and PPA (all grades)
- 21% increase on all list & off-list prices for Pharma Grade salts

Innophos values your business and we remain committed to be your supplier of choice, serving both your current and future needs while always operating in accordance with our core values of Integrity, Quality, Safety, Respect and Ethics.

If you have any questions, please do not hesitate to contact your regional Innophos Sales Executive.

Regards,

A handwritten signature in dark ink, appearing to read "Leon Buzali".

Leon Buzali

Commercial Director
Industrial Specialties

A handwritten signature in dark ink, appearing to read "Migue DeJong".

Migue DeJong

Commercial Director
Food & Health

A handwritten signature in dark ink, appearing to read "Matt Phillips".

Matt Phillips

Commercial Director
Distribution



September 15, 2020

Dear Valued Customer:

As a result of supply constraints and strengthening phosphate markets, Nutrien Sales will implement a price increase of \$0.04 USD per pound on all grades of purified phosphoric acid. This increase is effective October 1, 2020 or as contract terms allow.

Your local sales manager will be following up with you to discuss further. We appreciate and value your business and look forward to serving you in the future. Please let me or our team know any time we can be assistance, and thanks for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Gooch".

Bryan Gooch
Sr. Director, Purified Phosphoric Acid Sales
Phone: 970-613-3160
Email: bryan.gooch@nutrien.com

NUTRIEN SALES
1101 SKOKIE BOULEVARD SUITE 500, NORTHBROOK, IL 60062 • PHONE (847) 849-4200 • FAX (847) 849-4693
INDUSTRIAL CUSTOMER SERVICE 800-654-4514
WWW.NUTRIEN.COM



Michael Hamlin
Vice-President Sales & Marketing
Prayon Inc.
PO Box 1473
Augusta, GA 30903
302-463-9320 (m)

September 17, 2020

Dear Valued Customer:

To ensure a reliable supply of Purified Phosphoric Acid and Phosphate Salts in a strengthening market, Prayon will increase pricing effective October 1, 2020, or as contract terms permit, as follows:

All Grades of Purified Phosphoric Acid: \$0.04/lb.
All Phosphate Salts: \$0.05/lb.

All other terms and conditions remain unchanged. Payment terms remain Net 30 days.

This increase is necessary to offset continued raw material price increases driven by strong demand and pricing in the agricultural market, and to strong demand in the food and industrial specialty markets.

We also emphasize the need for accurate forecasts on all products. Any expected changes in demand should be discussed at the earliest opportunity with your Area Sales Manager.

We thank you for your trust in Prayon products and look forward to remaining your supplier of choice. If you have any questions, please contact your Area Sales Manager.

Michael E. Hamlin
Vice-President, Sales & Marketing

Prayon Inc.

60 Marvin Griffin Road
Augusta, GA 30906

806 798 4346
806 798 0015

www.prayon.com



Shannon Chemical Corporation

*Specializing in **LEAD** and **COPPER** Corrosion Control*

February 22, 2021

City of Kingsport
225 W. Center Street
Kingsport, TN 37660

Attention: Nikisha Eichmann
Assistant Procurement Manager

Subject: Contract Extension

Dear Nikisha,

SHANNON CHEMICAL CORPORATION is pleased to have the opportunity to extend to the City of Kingsport a contract extension for an additional 12 month period. Please accept this letter as our written confirmation to extend the Zinc Orthophosphate contract for an additional one-year period, 05/01/21 – 04/30/22. All terms and conditions will remain as set forth in the original bid specifications and documents.

Thank you for your continued interest in **SHANNON CHEMICAL CORPORATION's** products and services.

Respectfully,
SHANNON CHEMICAL CORPORATION

Daniel C. Flynn
President

DCF:aa



Coastal Water Technology, LLC

February 16, 2021

Nikisha Eichmann
Assistant Procurement Manager
City of Kingsport
620 Industry Dr
Kingsport, TN 37660

Re: Polymer Contract Renewal Fiscal Year 2021-2022

Thank you, on behalf of Coastal Water Technology and myself for the opportunity to supply your facility with our CWT ST 600 line of cationic emulsion flocculant. Our goal is to provide the highest quality and most cost effective product in the industry. Therefore, Coastal Water Technology is pleased to renew the contract for The City of Kingsport.

Thank you for the opportunity and below is our new proposal.

Application:	Centrifuge
Product:	CWT ST 600
Price:	\$1.19/ LB
Packaging:	Tote Bin 2300lbs net weight
FOB:	Kingsport, TN
Terms:	Net 30 days from delivery
Period:	May 1, 2021 – April 30, 2022
Delivery:	7-10 working days from order

***Should we incur a Tariff & Fuel Surcharge, \$0.03/lb will be included with the invoice.**

In conclusion, feel free to phone 1-843-222-9114 for any concerns.

Sincerely,

W. Patrick Matthews
Product Manager

PO Box 789 • 854 Knoll Drive • Little River • South Carolina • 29566
Phone 843-222-9114 • email: cwt.matthews52@gmail.com



AGENDA ACTION FORM

Apply for an Appalachian Resources Commission Grant and Enter into an Agreement with Washington County, TN to Extend Sewer Service to Valleybrook Farms

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

Action Form No.: AF-85-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: C. Austin
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Washington County, on behalf of East Tennessee State University, has requested public sewer service be extended to 122 Pickens Rd, the location of ETSU's Valleybrook facility. Reliable sewer service is vital to ETSU's desire for this facility to become a bio-tech business incubator.

ETSU has infused over \$2 million in capital improvements for this facility, along with privately funded broadband access.

As part of the planned extension of sewer services to the facility, the City will apply for and receive grant funding from the Appalachian Regional Commission to assist in funding the construction of 5,400 ft of gravity sewer, along with appurtenances, to the facility. Washington County has agreed to fund the remainder of the construction costs.

The City will provide survey, design engineering, bidding, contract, and construction management services, along with the purchase of required easements and rights-of way and pay grant administration expense fees to First TN Development District. Total estimated out of pocket costs for the city is \$53,000. Funding is available in SW1801.

Total project cost is estimated at \$855,000.

Attachments:

1. Resolution
2. Agreement with Washington County
3. ARC Grant application, and appurtenances
4. Location Map

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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN APPALACHIAN REGIONAL COMMISSION GRANT FOR THE VALLEYBROOK FACILITY SEWER EXTENSION PROJECT AND APPROVING AN AGREEMENT WITH WASHINGTON COUNTY FOR THIS EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Washington County, Tennessee on behalf of East Tennessee State University (ETSU), has requested public sewer service be extended to 122 Pickens Rd, the location of ETSU's Valleybrook facility, so this facility can become a bio-tech business incubator; and

WHEREAS, ETSU has infused over \$2 million in capital improvements for this facility, along with privately funded broadband access; and

WHEREAS, as part of the planned extension of sewer services to the facility, the city will apply for and receive grant funding from the Appalachian Regional Commission to assist in funding the construction of 5,400 feet of gravity sewer, along with appurtenances, to the facility, in the maximum amount of \$500,000.00, but likely the grant amount will be \$350,000 with a 50% local match provided partially in kind by the city, with the remainder provided by Washington County through the construction costs; and

WHEREAS, Washington County has agreed to fund the remainder of the construction costs and requests the city enter into an agreement with them for the project; and

WHEREAS, the city will provide survey, design engineering, bidding, contract, and construction management services, along with the purchase of required easements and rights-of way, and total estimated out of pocket costs for the city is estimated to be \$25,000; and

WHEREAS, funding is available in SW1801.

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Appalachian Regional Commission in the amount of up to \$500,000.00 for the Valleybrook Sewer Extension Project, which will require a 50% match.

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 an agreement with Washington County for the Valleybrook Sewer Extension Project is approved.

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

AGREEMENT

This Agreement is entered into this the ____ day of _____, 2021, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the WASHINGTON COUNTY, TN, hereinafter referred to as "Washington County", a subdivision of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the extension of public sanitary sewer service to 122 Pickens Rd, Kingsport, TN 37663, hereinafter referred to as "Valleybrook".

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

Section 1. As a condition precedent to Washington County providing its obligations set out in this Agreement, Kingsport will:

- a. Apply for and accept grant funding from the Appalachian Regional Commission (expected amount to be \$350,000) and pay grant administration expenses amounting to \$28,000 to First TN Development District;
- b. Provide the following services, at Kingsport's cost:
 - i. Survey and design engineering services,
 - ii. Bidding and contract services,
 - iii. Purchase of easements and rights of way, and
 - iv. Construction management services.

Section 2. Upon successful bid opening for this project, Washington County will provide funds to Kingsport for the construction costs of said extension of sanitary sewer service, along with contingency funds equaling 6% of construction costs. Grant funding received from the Appalachian Regional Commission will be used to offset construction costs.

Section 3. The construction of sanitary sewer service is to be completed by March 30, 2022.

Section 4. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

Section 5. Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

Section 6. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

Section 7. The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint

a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

Section 8. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:

Water Services Manager
City of Kingsport
1113 Konnarock Rd
Kingsport, Tennessee 37664

with copy to:

City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

To Washington County:

Mayor Joe Grandy
110 E. Main Street
Jonesborough, TN 37659

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

Section 9. Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 10. This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

This Agreement is entered into this the ____ day of _____, 2021, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the WASHINGTON COUNTY, TN, hereinafter referred to as "Washington County", a subdivision of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the extension of public sanitary sewer service to 122 Pickens Rd, Kingsport, TN 37663, hereinafter referred to as "Valleybrook".

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

Section 1. As a condition precedent to Washington County providing its obligations set out in this Agreement, Kingsport will:

- a. Apply for and accept grant funding from the Appalachian Regional Commission (expected amount to be \$350,000) and pay grant administration expenses amounting to \$28,000 to First TN Development District,
- b. Provide the following services, at Kingsport's cost:
 - i. Survey and design engineering services,
 - ii. Bidding and contract services,
 - iii. Purchase of easements and rights of way, and
 - iv. Construction management services.

Section 2. Upon successful bid opening for this project, Washington County will provide funds to Kingsport for the construction costs of said extension of sanitary sewer service, along with contingency funds equaling 6% of construction costs. Grant funding received from the Appalachian Regional Commission will be used to offset construction costs.

Section 3. The construction of sanitary sewer service is to be completed by March 30, 2022.

Section 4. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

Section 5. Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

Section 6. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

Section 7. The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

Section 8. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:
Water Services Manager
City of Kingsport
1113 Konnarock Rd
Kingsport, Tennessee 37664

with copy to:

City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

To Washington County:
Mayor Joe Grandy
110 E. Main Street
Jonesborough, TN 37659

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

Section 9. Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 10. This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

WASHINGTON COUNTY

ATTEST:

By: _____
Joe Grandy, Mayor

APPROVED AS TO FORM:

Attorney for Washington County

CITY OF KINGSPORT, TENNESSEE

ATTEST:

Lisa Winkle, Acting City Recorder

By: _____
Patrick W. Shull, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley
City Attorney for Kingsport

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED	Applicant Identifier	
<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier	
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name: City of Kingsport		Organizational Unit: Department:		
Organizational DUNS: 079027579		Division:		
Address: Street: 225 W. Center St.		Name and telephone number of person to be contacted on matters involving this application (give area code)		
City: Kingsport		Prefix:	First Name: chad	
County: Sullivan		Middle Name		
State: TN		Last Name Austin		
Zip Code 37660	Suffix:			
Country: USA		Email: ChadAustin@KingsportTN.gov		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 62-6000323		Phone Number (give area code) 423-224-2509	Fax Number (give area code)	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) C. Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 23-001		9. NAME OF FEDERAL AGENCY: Appalachian Regional Commission		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Kingsport and Washington County, TN		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Extension of sewer service to ETSU Valleybrook Campus. The project will aid in creating a Bio-Tech incubator at the facility creating 50 jobs and saving five jobs.		
13. PROPOSED PROJECT Start Date: 7/1/21 Ending Date: 6/30/23		14. CONGRESSIONAL DISTRICTS OF: a. Applicant First Tennessee TN-01 b. Project TN-01		
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal ARC	\$ 350,000 .00	a. Yes <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant City of Kingsport	\$ 240,000 .00	DATE:		
c. State	\$.00	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local Washington County	\$ 270,000 .00	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 870,000 .00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix Mr.	First Name Patrick	Middle Name		
Last Name Shull		Suffix		
b. Title Mayor of the City of Kingsport		c. Telephone Number (give area code) 423-229-9412		
d. Signature of Authorized Representative		e. Date Signed 03-10-2021		

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7.	Select the appropriate letter in the space provided. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School District </div> <div style="width: 45%;"> I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization </div> </div>	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8.	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <div style="display: flex; justify-content: space-between; margin-left: 20px;"> A. Increase Award B. Decrease Award </div> <div style="display: flex; justify-content: space-between; margin-left: 20px;"> C. Increase Duration D. Decrease Duration </div> 	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9.	Name of Federal agency from which assistance is being requested with this application.		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.		

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE Mayor	
APPLICANT ORGANIZATION City of Kingsport		DATE SUBMITTED March 5, 2021	

Appalachian Regional Commission
Program Operations Division
1666 Connecticut Ave, NW
Washington, DC 20009

Phone 202-884-7750
Fax 202-884-7682

Memorandum of Understanding For ARC Projects

Project Name: ETSU Valleybrook Research Facility Sewer Line Extension
State: Tennessee Federal Agency: Appalachian Regional Commission

The Following Conditions Apply to all ARC Projects

Deadline: The Commission may revoke or revise its approval of any project if work intended to be assisted is not underway within 18 months after the date of approval of such project.

Davis Bacon Wages: Davis Bacon wage rates (as determined by the Department of Labor for your respective area) must be paid for all construction projects in accordance with Section 402 of the Appalachian Regional Development Act of 1965, as amended.

ARC Underrun Policy: Each disbursement of funds for a project receiving assistance from more than one Federal source will be deemed to be a proportional disbursement from each source. In the event of an underrun, the ARC will be entitled to recover its proportionate share of the underrun.

Additional Funds Added to the Project After ARC Approval: It is understood that if the applicant receives additional funding from any new source towards the eligible cost of this project after the ARC approval, these funding sources should not be used to reduce the amount of local funds pledged. If new funds are made available to this project, the ARC and the Basic Federal Agency, if any, should be notified immediately. ARC reserves the right to reconsider the level of its funding approval in such an eventuality.

Changes in Scope: It is understood that a change-in-scope may not be implemented without prior written approval from the ARC and the Basic Federal Agency, if any. A change of scope is any major change to the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served or equipment items purchased.

Close Working Relationship With Basic Federal Agency: It is understood that the applicant must work closely with the Basic Federal Agency identified in the ARC application, if any, and follow bidding and contract award procedures to insure that all pertinent Federal laws are complied with. Coordination with the Federal agency begins with filing an application with the basic Federal agency.

Restrictions on Assistance: ARC funds shall not be used for: a. any form of assistance to relocating industries; b. recruitment activities that place a state in competition with other state or states; and c. projects that promote unfair competition between businesses within the same immediate service area.

Cornerstone or Plaque: Any facility constructed in whole or in part by funds provided under the ARDA shall include a cornerstone, or plaque appropriately acknowledging the assistance provided through the ARC program, provided that such an item not be required if it would be prohibited as an eligible project cost under the basic federal program through which the ARDA assistance is provided.

Applicant/Authorized Representative

Date

Grant Payment Setup Form



This form is used by TNECD to set up a grantee's payments and develop the grant contract and should be submitted with the application.

Please provide an answer for all questions, including N/A for Not Applicable.

There are two steps required to ensure your entity can receive grant funds from the State of Tennessee.

- **Step 1:** Confirm your entity is a supplier/vendor for the State of TN or set up your entity as a supplier/vendor using the W-9
- **Step 2:** Confirm your direct deposit information or set up a bank account to receive funds using the Supplier Direct Deposit form

You will receive an invoice template that contains the information provided below after your project's contract is approved. You will use that template to request payment on your grant.

TNECD Program Name: Appalachian Regional Commission

Grantee's Legal Name: City of Kingsport

Step 1:

Has your entity previously received funds from the state?

☒ Yes ☐ No

If yes, please provide your FEIN

62-6000323

If no, please complete the W9 located [here](#) and return to ECD.Invoices@tn.gov

Step 2:

Grantee mailing address:

City of Kingsport

225 W. Center St

Kingsport, TN 37660

Last four digits of the bank account number to be used for this grant: _____

Has the bank account above previously received state funds through ACH?

Yes

If yes, and there is no change to your account, **no further information is required.**

If no, or if you want to change account information, please complete the Supplier Direct Deposit Authorization [form](#) and mail the original to the State of Tennessee's Supplier Maintenance using the instructions on the form. For new accounts, select "New" in Section 1 – Type of Request. For changes, select "Change Existing Account."

Please sign and date below and return with the grant application to the Department of Economic and Community Development.

Name: Patrick Shull

Email: PatShull@kingsporttn.gov

Phone: 423-229-9412

Signature: _____

Date: 03-10-2021



STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION
(NOT WIRE TRANSFERS)

Mail the ORIGINAL form to the
address below. Mark the outside
of the envelope "CONFIDENTIAL".
State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

SECTION 1: TYPE OF REQUEST

☐ New
☐ Change Existing Account: Enter Existing Routing No: Existing Account No:

SECTION 2: ACCOUNT HOLDER INFORMATION

Name (as shown on your income tax return):

Business Name, if different from above:

Federal Employer Identification Number (FEIN): or Social Security Number (SSN):

Enter the address that should be associated with the account number:

Address Line 1:

Address Line 2:

City: State: Zip Code:

Contact Name: Telephone:

Enter the email address to which the remittance advices should be routed:

Email:

SECTION 3: AUTHORIZATION

Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes ☐ No ☐

Account Type: Checking ☐ Savings ☐

Financial Institution Name:

Routing Number: Account Number:

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

Authorized Signatory Printed Name:

Authorized Signature: Date:

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.

Representative Name: Representative Signature:

Title of Representative: Date:

Business Fax Number: Business Phone Number:

Mailing Address:

City: State: Zip Code:



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS
(NOT WIRE TRANSFERS)**

As a supplier to the state of Tennessee you are offered the security and convenience of having payments automatically deposited into your bank account. The Supplier Direct Deposit Authorization is required to process payments electronically. The information on this form is confidential and subject to verification by the state. The completed form must contain original signatures and be received by the state in a timely manner. Electronic signatures are not accepted.

SECTION 1: TYPE OF REQUEST

- Check the appropriate box.
 - New: Initial set up of supplier direct deposit.
 - Change Existing Account: Bank account information will not be changed unless the existing routing and account numbers currently on file with the state have been entered.

SECTION 2: ACCOUNT HOLDER INFORMATION

- The Name, Business Name, and Federal Employer Identification Number (FEIN) or Social Security Number (SSN) on the Supplier Direct Deposit Authorization form must match the W-9 submitted, or the information already on file with the state.
- Enter the address that should be associated with the account number identified in Section 3. For example, if the business has different locations, each with separate bank accounts, enter the address of the location to which this account applies. If the account is to be added to multiple addresses, list each address on an additional sheet.
- Enter the contact information of an authorized signatory on the account.

SECTION 3: AUTHORIZATION

- All fields in this section must be completed.

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

- This section must be completed by the financial institution representative.

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

Cancellation of Direct Deposit

To cancel direct deposit, mail a written request to the address above. The request must contain the payee's name, FEIN or SSN, routing and account numbers, that matches the information already on file with the state, and an original signature of an authorized signatory.

Should you have any questions or need assistance, contact Supplier Maintenance at 615-741-9745.

Valleybrook Sewer Extension



Google Earth

© 2021 Google



AGENDA ACTION FORM

Approve Artist Agreements on the City –Owned Underpass along the Greenbelt

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

Action Form No.: AF-86-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Hannah Powell
 Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

Seeking approval of agreements with artists to paint murals on underpasses at Eastman and Clinchfield locations along the greenbelt. This is a collaborative effort between Parks and Recreation, Office of Cultural Arts, Greenbelt Committee, and Public Art Committee. Themes of grants include vintage Kingsport scenery and nature along the greenbelt. This project is paid for by grant funds from the Tennessee Arts Commission. The artists will be paid \$5000 each, a total of \$10,000, charged to GP1630 - Public Art, 311-0000-601.90-06.

Attachments:

1. Resolution
2. Mural Designs

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

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING ARTISTS AGREEMENT WITH VARIOUS LOCAL ARTISTS FOR MURALS ALONG THE GREENBELT AT THE EASTMAN ROAD AND CLINCHFIELD ROAD UNDERPASSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, in a collaborative effort between Parks and Recreation, Office of Cultural Arts, Greenbelt Committee, and Public Art Committee would like to have local artists paint murals on underpasses at the Eastman and Clinchfield locations along the greenbelt; and

WHEREAS, this project is paid for by grant funds from the Tennessee Arts Commission and the themes of the murals will include vintage Kingsport scenery and nature along the greenbelt.

Now therefore,

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

SECTION I. That an Artist Agreement with various artists to paint murals on underpasses at the Eastman and Clinchfield locations along the greenbelt and the Assignment of Copyright and Waiver of Moral Rights in Artwork is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Artist Agreement with artists to paint murals on underpasses at the Eastman and Clinchfield locations along the greenbelt and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

ARTIST AGREEMENT

This Agreement for the provision of public art (hereinafter "Agreement"), entered into on the last date entered with the signature below, by and between the City of Kingsport, Tennessee, a municipal corporation (hereinafter City) and _____ (hereinafter Artist).

WITNESSETH:

WHEREAS, the City, upon recommendation of its Public Arts Committee (hereinafter PAC), and the Greenbelt Committee has selected the Artist and the design to create an original, one of a kind, and appropriate work of art in the form of a mural, for the City's Greenbelt Mural Project, as described in this Agreement, said mural to be located on one side of the façade of a building in Kingsport, Tennessee; and

WHEREAS, the Artist is qualified and able to perform the services, and is willing to accept the commission as described in this Agreement; and

WHEREAS, the City desires to own, and control the work of art, including the copyright and moral rights in such work of art;

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

Section 1. The Artist agrees to create and paint an original mural (hereinafter the Work) as described in Exhibit A, attached hereto and incorporated herein by reference, for City's Greenbelt Mural Project. The mural will be underpasses at the Eastman and Clinchfield locations along the greenbelt as the bridges cross over the greenbelt, said location at the discretion of the City. The

Artist, at his sole expense, will provide all labor, equipment, materials, and supplies necessary to complete the Work.

Section 2. The Work will not differ significantly in the scope, design, color, size, material, or texture from that shown in Exhibit A, without prior written approval of the City.

Section 3. The Artist will perform the Work in a satisfactory and competent manner, consistent with the best standards in the Artist's field, and the Work will be designed, fabricated and installed in a manner that is structurally sound. The Artist will take care to protect the area surrounding the location of the Work from damage, including the area below the Work from paint drips and splatter. If the Artist employs or engages a person or firm to perform a part of the Work, the Artist will ensure that each such person or firm will agree to perform such part of the Work in a satisfactory and competent manner, consistent with the best standards in such person's or firm's field. Notwithstanding the Artist's employment of a person or firm to perform a part of the Work as permitted under this Agreement, the Artist will remain responsible to the City for the faithful performance, when due, of the Work, and no delegation or subcontracting of a part of the Work will relieve the Artist of her duties under this Agreement.

Section 4. Throughout the process of the Work, the City and the Artist will advise and cooperate with each other with respect to any alteration or revision of the Work, including but not limited to a variation in component materials, size, and/or appearance, from that which is provided in Exhibit A, or any alteration or revision to the proposed installation site. The Artist acknowledges that if the Work is materially altered or revised from that which is provided in Exhibit A and the Artist has failed to advise or cooperate with the PAC as provided herein, the City may terminate this Agreement without penalty and recoup from the Artist all fees and costs paid to the Artist pursuant to this Agreement.

Section 5. It will be the responsibility of the Artist to apply for, pay for, secure, and comply with the conditions and requirements of any permits that may be required by law for such installation. The Artist will satisfy the conditions of this Section either personally or through the Artist's agent or subcontractor when expedient or necessary.

Section 6. The Artist will complete the Work between _____, 2021 and _____, 202__, which time may, with prior approval in writing by the City, be extended in the event of delays caused by events beyond the control of the Artist. The Artist will be responsible for and bear the costs of transportation and installation of the Work, including but not limited to costs of permits, labor, equipment, and materials.

Section 7. Subject to the full completion of the requirements in Section 8 the City will pay the Artist Five Thousand and 00/100 (\$5,000.00). This amount will constitute full and complete compensation for the Work.

Section 8. Upon the completion of the Work to the Artist's satisfaction, the PAC and the City will inspect the work and present the Artist with a detailed listing of any observed defects. When the PAC and the City are satisfied with the Work, they will provide written notice to the Artist of their final acceptance of the Work, which notice will state that the Work has been completed and installed as agreed by the parties and to the satisfaction of the PAC the City. At the time of acceptance by the City and upon execution of the Assignment of Copyright and Waiver of Moral Rights in Artwork in a form as attached hereto by the Artist, the City will make the payment to the Artist, as it is the intent of the parties that all right, title and interest the Artist has in the Work, including but not limited to all derivative rights, will be assigned to the City. For the consideration contained in this Agreement, upon completion and acceptance of the Work, Artist agrees to execute the Assignment of Copyright and Waiver of Moral Rights document in the form shown in Exhibit B, attached hereto and incorporated herein by reference. If the Artist fails or refused to execute to document shown in Exhibit B, the parties agree that the City may enforce the requirement of execution of the document by an action for injunctive relief or other legal proceeding and the Artist shall pay all the attorney fees incurred by the City related to such action. Artist represents he has exclusive right, title and interest in the Work and its design and will defend and indemnify the City, the PAC and the City's employees from any claim or cause of action based upon a claim of a right, title or interest in the Work or its design.

Section 9. Risk of damage or loss to the Work will remain with the Artist until the delivery and final acceptance of the Work by the City. Until the ownership of the Work is transferred to the City pursuant to Section 8 of this Agreement, any injury to property or persons caused by the Work or any damage to, theft of, vandalism to, or acts of God affecting the Work are the sole responsibility of the Artist, including but not limited to any loss occurring during the creation or installation of the Work, regardless of where such loss occurs.

Section 10. Upon final acceptance, the Artist will be available for a public dedication of the Work. The City, in consultation with the PAC and the Artist, will provide appropriate, on-site signage to identify the Work by the Artist's name, the year of fabrication, and other information deemed appropriate by the City.

Section 11. The Artist warrants that the Work designed for this Agreement is a unique or original project of the Artist's creative efforts; that it is an edition of one and that it has not been nor will be for sale or installed elsewhere. The Artist warrants that the Work created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the Artist without the prior written permission of the City. The Artist represents and warrants to the City that he is the sole creator of the Work; that the Artist has full power and authority to make this Agreement; that the Work does not infringe upon any copyright or violate any property right or other rights; and that no lien or encumbrance exists against the Work and that following the transfer of title to the Work to the City, no individual or entity will have any right or interest in the Work that is prior or superior to the City's right and interest. The Artist agrees to defend, indemnify, and hold harmless the City, and its respective officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from the Work of the Artist or the performance of the installation of the Work performed by the Artist pursuant to this Agreement.

Section 12. Unless earlier terminated as provided herein this Agreement will terminate once all of the following conditions are met (1) the issuance of a written notice of acceptance of the Work by the City, (2) transfer of ownership of the Work to the City pursuant to Section 9 of this Agreement, (3) the execution by the Artist of the Assignment of Copyright and Waiver of Moral Rights, and (4) payment of the dollar amount to the Artist shown in Section 7. Sections 8, 11, and 26 of this Agreement will survive termination of this Agreement and be in full force and effect after the termination of this Agreement, for whatever cause and will continue indefinitely. For copyright ownership under the Federal Copyright Act, Artist conveys to City and waives all rights, title and interest to the Work and all such materials in written, electronic or other form, prepared under this Agreement. City will have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Artist or his consultants and subcontractors, unless otherwise restricted by the Agreement. The City's rights, granted above, in drawing details, designs and specifications that are Artist's standard documents for similar projects, and in Artist's databases, computer software and other intellectual property developed, used or modified in performing services under this Agreement are not exclusive, but joint rights, freely exercisable by either the City or the Artist.

Section 13. Upon final acceptance and transfer of title to the Work to the City and execution by the Artist of the Assignment of Copyright and Waiver of Moral Rights, the Artist agrees that the City will have the authority and sole discretion thereafter to destroy, remove, or modify the Work.

Section 14. The Artist will perform all work under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist will not be supervised by any employee or official of the City nor will the Artist exercise supervision over any employee or official of the City. The Artist will not represent he is an employee or agent of the City in any capacity. The Artist is not entitled to City worker's compensation benefits and is obligated to pay state and federal income tax on money earned pursuant to this Agreement.

Section 15. All notices, requests, and other communications a party is required or elects to deliver pursuant to this Agreement will be in writing and will be delivered personally or by facsimile or electronic mail (with confirmation), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party or parties at its or their address set forth below:

if to the Artist: (name and address)

if to the City: City Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

with a copy to: City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

Section 16. This Agreement will be construed in accordance with the laws of the State of Tennessee, and by all applicable municipal ordinances or codes of the City. Suit, if any, will be brought in the state or federal court for Kingsport, Sullivan County, Tennessee.

Section 17. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, will not operate as a waiver of any of that party's rights or remedies.

Section 18. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision will be stricken, and all other provisions of this

Agreement which can operate independently of such stricken provisions will continue in full force and effect.

Section 19. The Artist, and any person or firm engaged by the Artist to perform any of the Work pursuant to this Agreement, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section will be regarded as a material breach of this Agreement.

Section 20. In the event that any party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter "Force Majeure Event"), the party who has been so affected will immediately give notice to the other parties and will take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Section 21. The Artist will obey all federal and state laws and city ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

Section 22. The parties bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein will be construed as creating any personal liability on the part of any officer or agent of the City.

Section 23. The provisions of the Agreement will be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

Section 24. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the parties. No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Agreement.

Section 25. The Artist will fully indemnify and hold the City harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person arising out of or in connection with any activities undertaken pursuant to this Agreement, except only for those losses resulting solely from the negligence of the City. Upon notice by the City to the Artist of the commencement of any claim against the City, the Artist will defend the same at his own cost and expense. If settlement of the claim is obtained the Artist will pay all costs of such settlement. If a judgment is rendered against the City in such an action or suit, Artist will fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

Section 26. This Agreement may be terminated at the sole discretion of the City for any violation by the Artist of any of the terms and conditions of this Agreement, including the reduction or discontinuance of the services identified herein.

Section 27. This Agreement is personal to the parties hereto, and Artist will make no assignment of this Agreement to any other person or entity without written consent of the Kingsport Board of Mayor and Aldermen.

Section 28. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have ten (10) days after receipt of the notice of default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan.

Section 29. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the PAC, the Artist or the City that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.

IN WITNESS WHEREOF, the Artist and the City hereby enter into this Agreement as of the dates indicated below.

[Acknowledgements and Some Exhibits Deleted for Inclusion in this Resolution]

**ASSIGNMENT OF COPYRIGHT
AND WAIVER OF MORAL RIGHTS IN ARTWORK**

This Assignment of Copyright and Moral Rights in Artwork, hereinafter "Assignment") is made as of this ____ day of _____, 2021, from _____, (hereinafter "Assignor") to City of Kingsport (hereinafter "Assignee").

WHEREAS, Assignor represents, warrants, and confirms that he is the sole creator of the art work, known as "_____", copy which is attached hereto (hereinafter "Copyrighted Work").

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, mutual obligations and terms and conditions hereinafter set forth, and other good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

Assignment

1. Assignor covenants, warrants, and represents to Assignee that Assignor is the sole owner and creator of the Copyrighted Work and has the exclusive right to use, copy, distribute, transfer the copyright did work without limitation and that the Copyrighted Work is free and clear of any liens, encumbrances, licenses, and claims of any nature, contesting the ownership, rights, use, or creation of the Copyrighted Work by Assignee.
2. Assignor hereby irrevocably assigns and transfers to Assignee all rights, title and interest to the Copyrighted Work, including but not limited to, its entire and exclusive copyrights under federal and state copyrights laws, in the United States and all jurisdictions outside the United States, its common law copyrights and all other intellectual property rights associated and subsisting in the Copyrighted Work.
3. Upon completion of the Copyrighted Work, Assignee shall be the sole and exclusive owner of the Copyrighted Work and of the Copyright in the Copyrighted Work and shall have the exclusive right to secure registration of the copyright in the Copyrighted Work internationally. Assignor shall retain no rights in the Copyrighted Work or the copyright of the Copyrighted Work. There shall not be any reversion of those rights to Assignor at any time ever.
4. Assignor agrees that the exclusive rights assigned and transferred to Assignee under state and federal copyright laws includes the right to reproduce the Copyrighted Work; the right to prepare derivative works based on the Copyrighted Work; the right to distribute copies to the public of the Copyrighted Work; the right to display the Copyrighted Work publicly, the right to alter, exploit, and make changes to the Copyrighted Work, including any and all other privileges and rights to the Copyrighted Work attributed to a copyright owner.

Waiver of Statutory Moral Rights

5. Assignor, the author and Artist of the original visual artwork, hereby acknowledges the existence of his or her federal and state statutory moral rights under the Visual Artists Rights Act of 1990, as those rights are more particularly described in 17 U.S.C. section 106A(a) and knowingly executes this waiver.
6. This waiver applies to visual work referred to herein as Copyrighted Work, a copy of which is attached hereto entitled "Copy of Copyrighted Work".
7. This waiver applies to all applicable uses reserved to an owner of a lawfully copyrighted work under the copyright laws, including but not limited to, display the visual artwork publicly and to any and all applications in which either the attribution right, the integrity right, or the personal moral right may be implicated.
8. With respect to the Copyrighted Work and the uses set out herein Assignor, as the Artist and author of the Copyrighted Work forever waives any and all moral rights arising under 17 U.S.C. section 106A(a), and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. section 106A(a) or any other type of moral rights.
9. Assignor does hereby covenant and agree to fully cooperate with Assignee whereby Assignee may enjoy to the fullest extent the exclusive right, title, and interest herein conveyed. Cooperation includes, but is not limited to, execution of all documents by the Assignor that Assignee deems necessary or desirable to perfect the right, title, and interest conveyed to Assignee by Assignor or to obtain copyright registration for the Copyrighted Work.
10. This assignment is governed by the laws of the state of Tennessee, without regard to the conflict of rule conflict of law rules.
11. This Agreement, including all referenced documents, constitutes the entire agreement of the parties. No representation, negotiation, warranty, custom, or usage is permitted to modify, change, or contradict any portion of this Agreement. This Agreement can be modified only in writing executed by authorized representatives of both Parties.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of March, 2021.

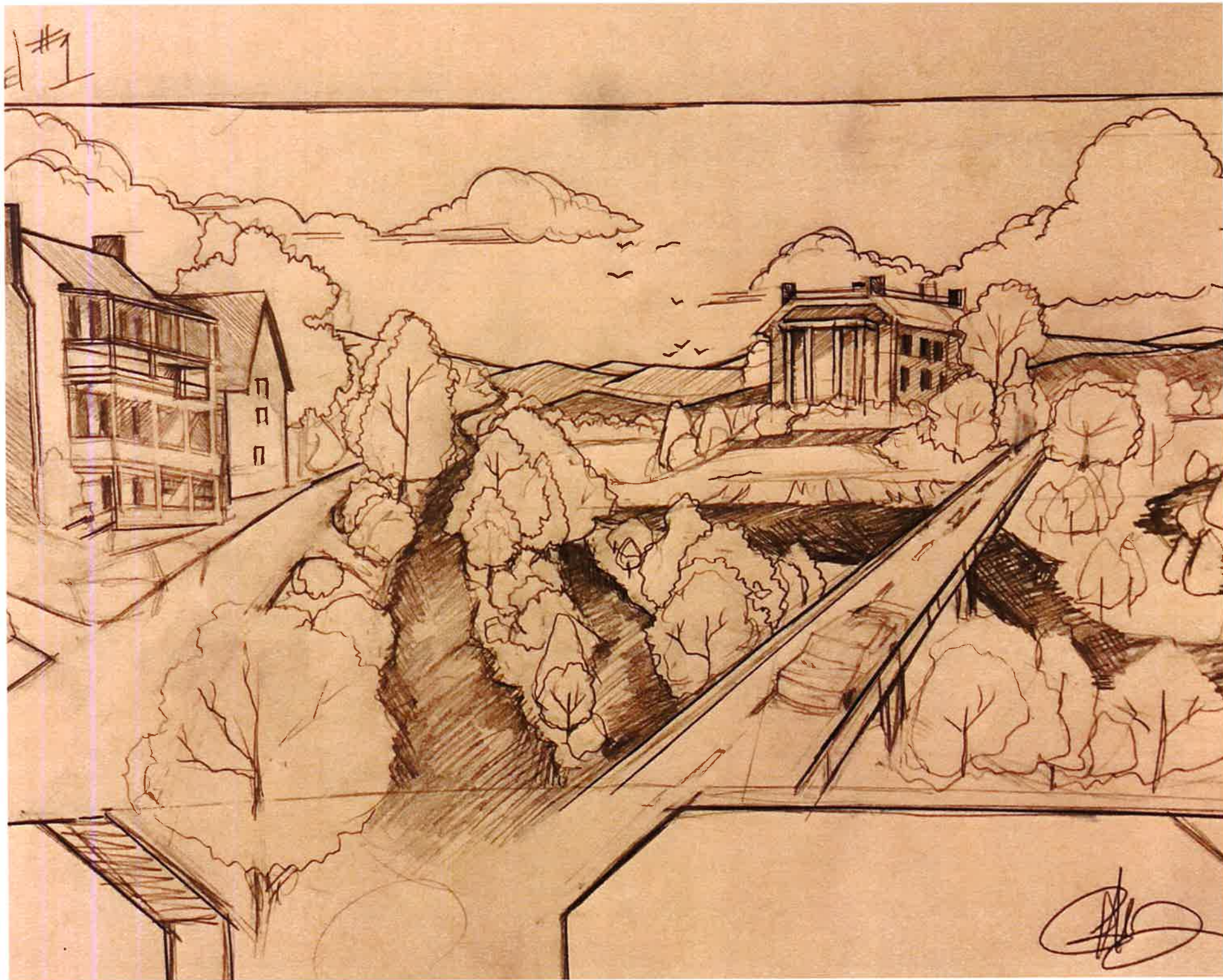
PATRICK W. SHULL, MAYOR

ATTEST:

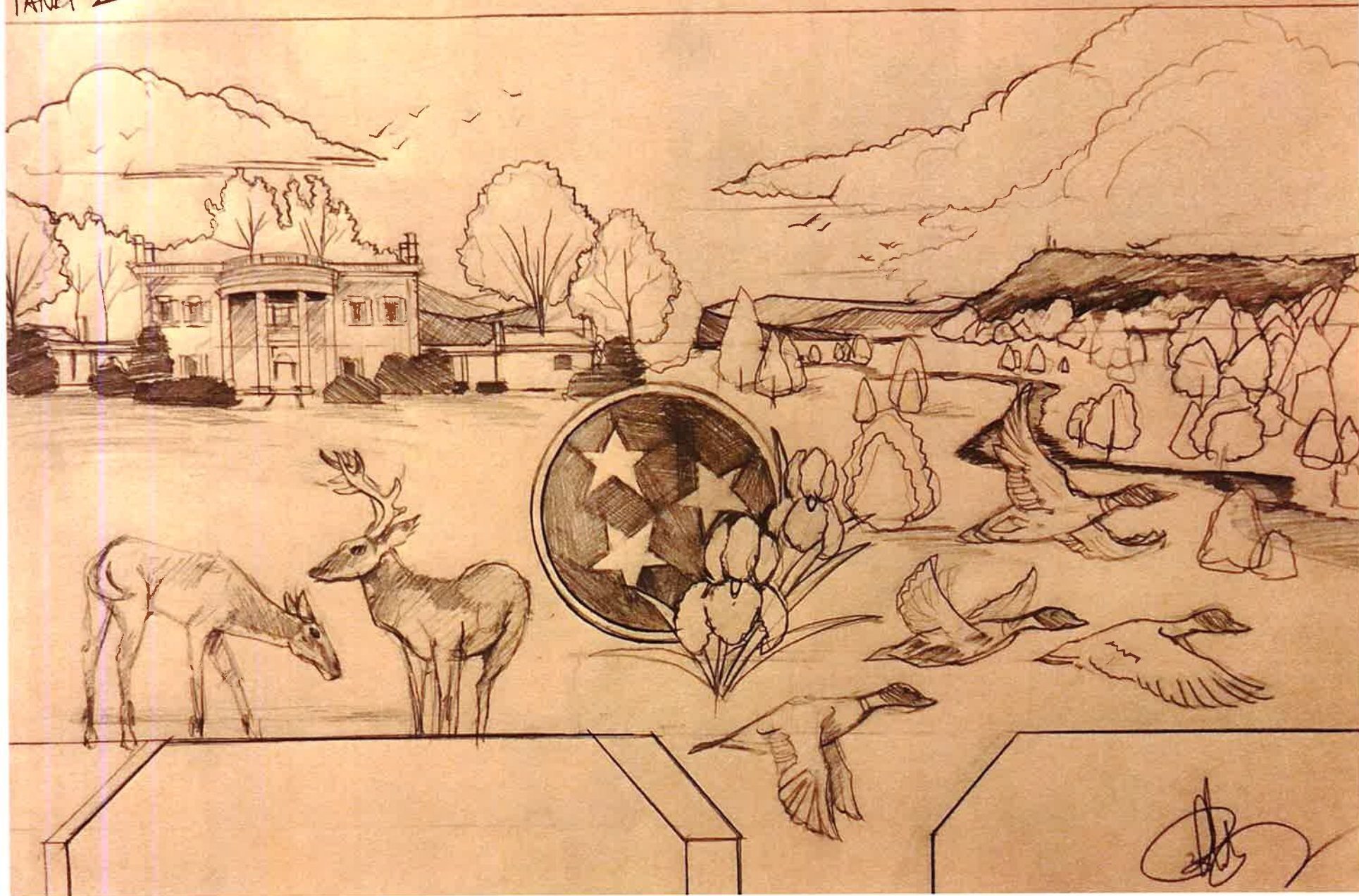
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

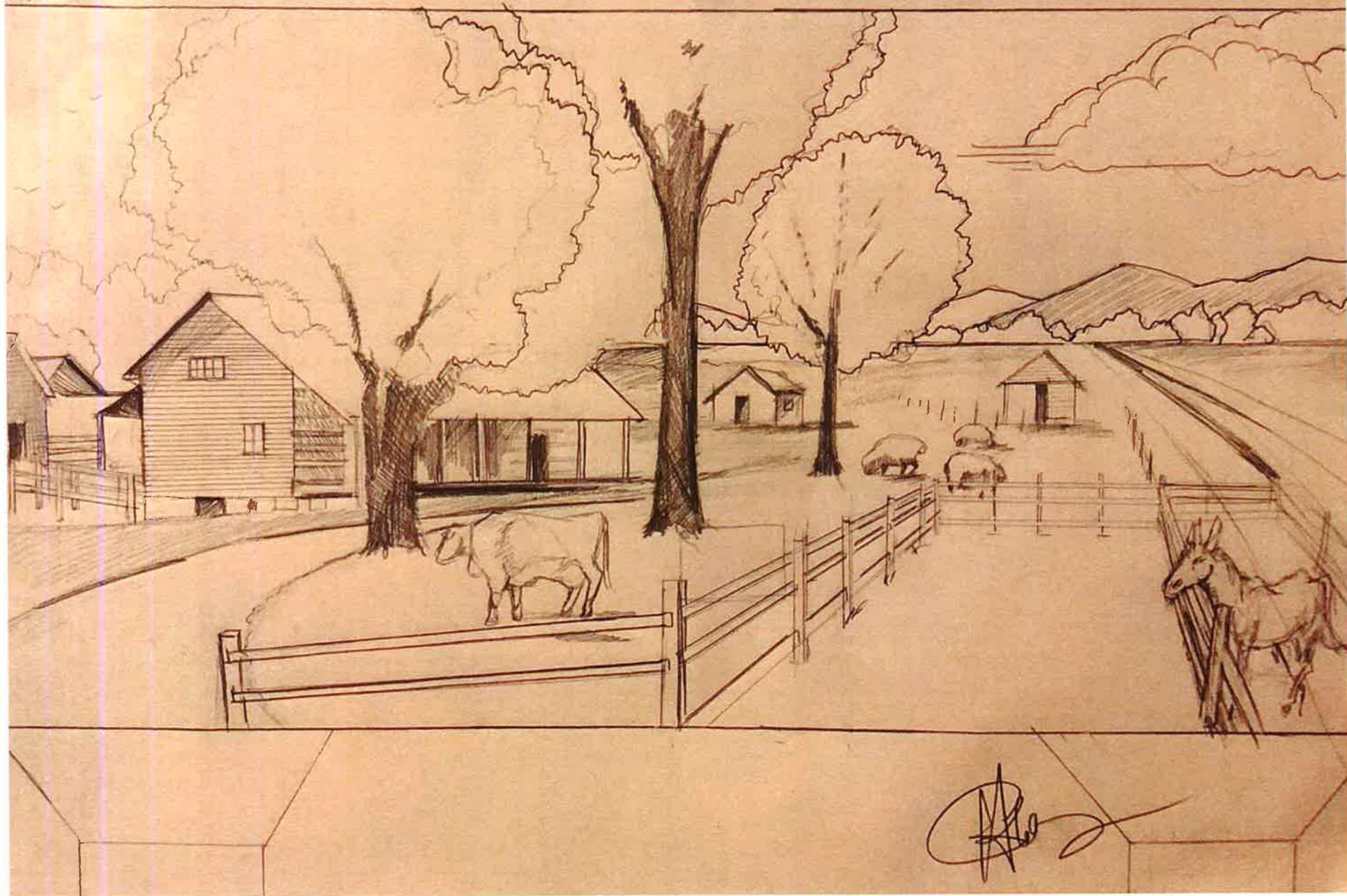
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



PANEL #2



PANEL #3



[Handwritten signature]



AGENDA ACTION FORM

Amend Agreement with Tennessee Department of Transportation (TDOT) for the Main Street Redevelopment Project

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

Action Form No.: AF-89-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

The city entered into an agreement with TDOT on March 15, 2016 for the Main Street Redevelopment Project (AF-62-2016). Main Street redevelopment involves rebuilding Main Street from Sullivan Street to Market Street. This project consists of resurfacing, replacing curbs and sidewalks, additions of bulbouts, ADA enhancements, removal of rail sidings, and specific areas of subgrade repair and rebuild.

The original agreement referenced April 1, 2021 as the completion date for this project. However due to the extended design time needed for this complex project along with Covid-19 and the restrictions presented during the pandemic, it is requested to amend the agreement with TDOT extending the project completion date. Amending this agreement will extend the completion date to April 1, 2024. This project is expected to begin this summer, and take two (2) years to complete.

Agreement Number: 160028; Federal Project Number: STP-M-9108(48); State Project Number: 82LPLM-F3-071; Project Identification Number: 123325.00.

Attachments:

1. Resolution
2. Amendment 1

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 160028 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in March, 2016, the board approved a resolution authorizing the mayor to sign an agreement with the Tennessee Department of Transportation (TDOT) for the Main Street Redevelopment Project, which involves rebuilding Main Street from Sullivan Street to Market Street.

WHEREAS, the original agreement referenced April 1, 2021, as the completion date for this project, however, due to the extended design time needed for this complex project along with Covid-19 and the restrictions presented during the pandemic, it is requested to amend the agreement with TDOT extending the project completion date.

WHEREAS, amending this agreement will extend the completion date to April 1, 2024, and the project is expected to begin this summer, and take two (2) years to complete.

Now therefore,

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

SECTION I. That Amendment 1 to the Tennessee Department of Transportation Agreement Number 160028 for the Main Street Redevelopment Project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, That Amendment 1 the Tennessee Department of Transportation Agreement Number 160028 for the Main Street Redevelopment Project and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

Amendment Number:	1
Agreement number:	160028
Project Identification Number:	123325.0
Federal Project Number:	STP-M-9108(48)
State Project Number:	82LPLM-F3-071

THIS AGREEMENT AMENDMENT is made and entered into this ___ day of __, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Main Street from Sullivan Street to Market Street"

1. The language of Agreement # 160028 dated April 6, 2016, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before
APRIL 1, 2021.

to

The Agency agrees to complete the herein assigned phases of the Project on or before **APRIL 1, 2024**.

2. Exhibit A for AGREEMENT # **160028** dated **April 6, 2016**, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **1**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

Amendment Number: 1

Agreement Number: 160028

Project Identification Number: 123325.00

Federal Project Number: STP-M-9108(48)

State Project Number: 82LPLM-F3-071

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KINGSPORT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Main Street from Sullivan Street to Market Street"

1. The language of Agreement # **160028** dated **April 6, 2016**, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

The Agency agrees to complete the herein assigned phases of the Project on or before **APRIL 1, 2021**.

to

The Agency agrees to complete the herein assigned phases of the Project on or before **APRIL 1, 2024**.

2. Exhibit A for AGREEMENT # **160028** dated **April 6, 2016**, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **1**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KINGSPORT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Patrick W. Shull **Date** **Clay Bright** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
J.M. Billingsley **Date** **John Reinbold** **Date**
Attorney **General Counsel**



AGENDA ACTION FORM

Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO)

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

Action Form No.: AF-79-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Capt. Gore
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) provides grant funding to programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee's roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department is seeking funding to assist with a Multiple Traffic Violation/Crash Reduction Campaign consisting of overtime enforcement and the purchase of traffic safety equipment.

This request is for approximately \$44,000 with no match required. Funding is for a one year period.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A HIGHWAY SAFETY GRANT FROM THE
TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the city, through the police department, would like to apply for a grant from the Tennessee Highway Safety Office, which will provide funds to support programs designed to reduce the number of fatalities, injuries, and related economic losses that result from traffic crashes on Tennessee's roadways; and

WHEREAS, the maximum amount of the grant award is \$44,000.00, and the grant does not require a local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Highway Safety grant funds from the Tennessee Highway Safety Office in the amount of \$44,000.00, which does not require a local match.

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

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

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Apply for and Receive a Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program

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

Action Form No.: AF-80-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Capt. Gore
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) has once again extended the opportunity to the Kingsport Police Department, specifically Officer Matt McGuire, to be a network coordinator and assist them in their LEL program. The funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences. Additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

This request is for approximately \$20,000 with no match required. Funding is for a one year period.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT
FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office has extended the opportunity to the city, through the Kingsport Police Department, specifically Officer Matt McGuire, to apply for a grant to be a network coordinator and assist in the Law Enforcement Liaison (LEL) program; and

WHEREAS, the funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences; and

WHEREAS, additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities; and

WHEREAS, the grant is for approximately \$20,000.00 with no match required, and the funding is for a one year period.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Highway Safety Office in the amount of \$20,000.00 for the Law Enforcement Liaison (LEL) program, which requires no match.

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

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

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Execute Signature Authorization Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '22 Coordinator Grant

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

Action Form No.: AF-81-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Capt. Gore
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO will include a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the FY '22 THSO Coordinator grant.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office grant, through the Tennessee Department of Safety and Homeland Security, requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority "to sign grant documents required for reporting as contracted on behalf" of the city for a Tennessee Highway Safety Office (THSO) Coordinator Grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a Signature Authority Consent Form for contracts, invoices, and other documents with the Tennessee Highway Safety Office for a Tennessee Highway Safety Office (THSO) Coordinator Grant, said Signatory Authority Consent Form being generally as follows:

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of _____
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2021-2022 grant awarded by the Tennessee Highway Safety Office.

The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)	Signature
Name and Title (Printed)	Signature
Name and Title (Printed)	Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized to designate the chief of police as his designee or such police officer with the rank of Captain or above as the chief of police may direct to complete and execute grant reports and other reporting documents, as required by the grant from the Tennessee Highway Safety Office.

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

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Execute Signature Authorization Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY '22 Grant

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

Action Form No.: AF-82-2021
 Work Session: March 15, 2021
 First Reading: N/A

Final Adoption: March 16, 2021
 Staff Work By: Capt. Gore
 Presentation By: Interim Chief Phipps

Recommendation:

Approve the Resolution.

Executive Summary:

The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO will include a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the FY '22 THSO grant (Community-Based Traffic Safety Enforcement and Education).

Attachments:

1. Resolution.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the Tennessee Highway Safety Office grant, through the Tennessee Department of Safety and Homeland Security, requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority "to sign grant documents required for reporting as contracted on behalf" of the city for a Community-Based Traffic Safety Enforcement and Education Grant.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Signature Authority Consent Form for contracts, invoices, and other documents with the Tennessee Highway Safety Office for a Community-Based Traffic Safety Enforcement and Education Grant, said Signatory Authority Consent Form being generally as follows:

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of _____
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2022-2022 grant awarded by the Tennessee Highway Safety Office.

The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)	Signature
Name and Title (Printed)	Signature
Name and Title (Printed)	Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized to designate the chief of police and/or a police officer of the city with the rank of Captain or higher as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the Tennessee Highway Safety Office.

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

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

ADOPTED this the 16th day of March, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY