



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, April 19, 2021, 4:30 p.m.
City Hall, 415 Broad Street, Boardroom**

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, 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 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.
4. Opioid Lawsuit Update – D.A. General Barry Staubus
5. Bays Mountain Park Update – Rob Cole
6. Roads Update – Ryan McReynolds
7. Review of Items on April 20, 2021 Business Meeting Agenda
8. Adjourn

Next Work Session May 3: Riverbend Park Update

BMA Report, April 19, 2021



Kingsport Employee Wellness, George DeCroes

	01/01/2021 – 03/31/21	04/01/2021 – 04/13/2021
Total Utilization	79.9%	67.5%
City – Active Employees	63.8%	62.9%
City – Dependents	31.5%	29.5%
City – Retirees	0.0%	0.0%
Extended-Patient Services/Other	0.2%	4.8%
Work Comp	0.2%	0.0%
No Show	4.3%	2.8%

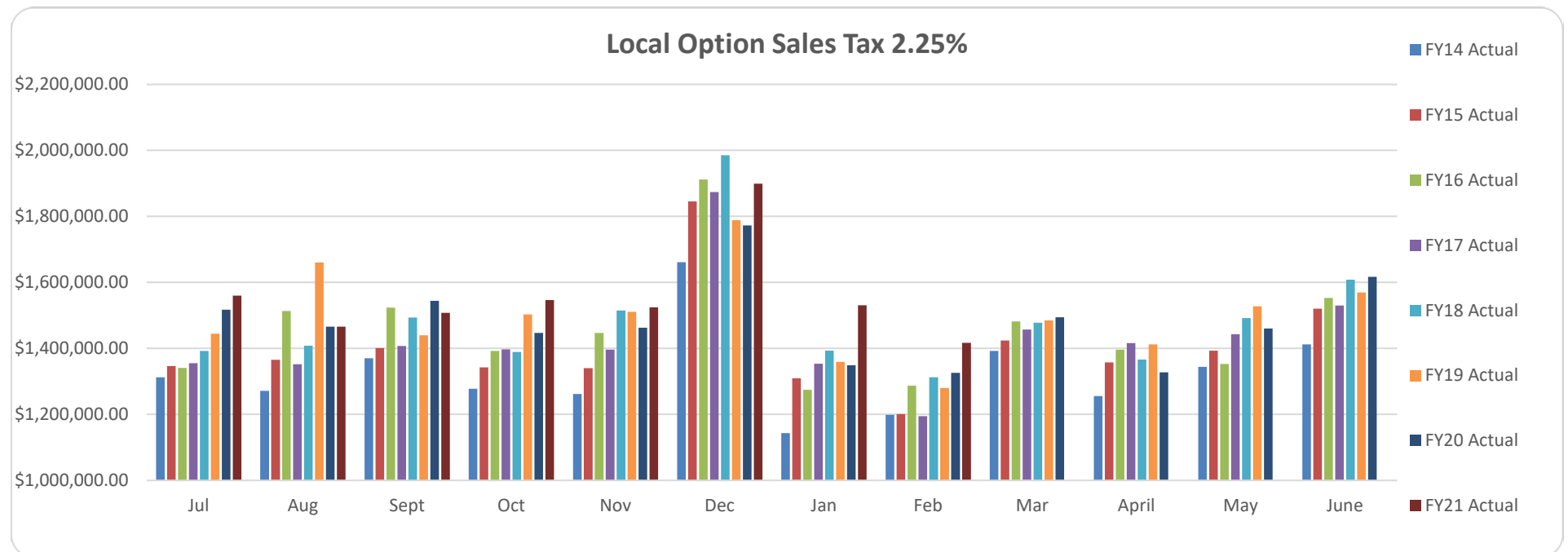
Worker's Compensation, John Burkholder

For the month of March 2021, the City had four and its school system had four recordable worker's compensation claims. Five employees were placed on restricted duty (two with the City and three with the schools). There were no lost time cases during the report period.

Local Option Sales Tax 2.25%

February 2021

	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY21 Revised Budget	Over/Under FY21 Budget	% Over/Under FY21 Budget	Over/Under FY20 Actual	% Over/Under FY20 Actual
July	\$1,346,896.00	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,481,500.00	\$78,532.54	5.30%	\$42,322.53	2.79%
August	\$1,365,262.00	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.18	\$1,466,134.09	\$1,494,800.00	(\$28,665.91)	-1.92%	(\$111.09)	-0.01%
September	\$1,401,016.99	\$1,523,474.00	\$1,407,707.00	\$1,493,952.00	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,455,000.00	\$53,122.79	3.65%	(\$36,339.15)	-2.35%
October	\$1,342,308.00	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,455,100.00	\$91,457.57	6.29%	\$99,490.62	6.88%
November	\$1,340,457.40	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.19	\$1,524,485.85	\$1,522,600.00	\$1,885.85	0.12%	\$61,987.66	4.24%
December	\$1,845,794.00	\$1,911,650.00	\$1,873,531.00	\$1,985,600.00	\$1,788,766.43	\$1,772,436.98	\$1,898,886.33	\$1,859,000.00	\$39,886.33	2.15%	\$126,449.35	7.13%
January	\$1,309,305.00	\$1,274,292.00	\$1,353,575.00	\$1,392,917.41	\$1,358,902.17	\$1,348,871.68	\$1,530,774.86	\$1,397,000.00	\$133,774.86	9.58%	\$181,903.18	13.49%
February	\$1,201,182.00	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,132.88	\$1,416,746.27	\$1,313,000.00	\$103,746.27	7.90%	\$90,613.39	6.83%
March	\$1,424,090.00	\$1,481,645.00	\$1,457,518.00	\$1,477,699.20	\$1,484,980.00	\$1,493,996.41		\$1,497,000.00				
April	\$1,357,635.00	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66		\$1,439,500.00				
May	\$1,393,582.00	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.28		\$1,507,400.00				
June	\$1,520,599.00	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10		\$1,578,100.00				
Total	\$16,848,127.39	\$17,474,902.41	\$17,177,048.93	\$17,834,084.88	\$17,982,773.35	\$17,784,091.26	\$12,451,740.30	\$18,000,000.00	\$473,740.30	4.13%	\$566,316.49	4.87%



City of Kingsport

Project Status in Pictures

April 20, 2021

1 Lynn View Playground

Equipment has been installed and the sub layers for concrete have been dug out and prepped.

3 Stone Drive Sidewalks

Current work includes excavation and retaining wall work for the sidewalks near Advance Auto Parts.

2 Signal Work on Stone Drive

The current project work includes installation of signals for pedestrian crossings at Gibson Mill Road.

4 Water Storage Tank Rehab Project

The Hillcrest water storage tanks rehabilitation project has been completed.



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.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	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.	5/17/2021	Brick work has begun on plaza handicap ramp; Interior punch list with Architect has begun.
\$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 installing line on Fort Robinson Drive.
\$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	Contractor anticipates beginning work the first of May.
\$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 the signal modifications for the new pedestrian crossings at the Stone Dr/Gibson Mill Rd intersection.
\$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	Contractor plans on beginning work 4/19/2021.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
		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	Contract documents have been approved by City staff. Project will advertise for bids in the next couple of weeks.

Status Updates on Active Projects sorted by Completion Date

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, April 20, 2021, 7:00 p.m.
City Hall, 415 Broad Street, Boardroom**

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, 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

II.B. INVOCATION – Pastor Chris Brown, Colonial Heights United Methodist

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

None

V. APPROVAL OF MINUTES

1. Work Session – April 5, 2021
2. Business Meeting – April 6, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Waterline Easement Abandonment for 2401-2405 S. Wilcox Drive (AF:106-2021) (Savannah Garland)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Budget Adjustment for the Gen Project-Special Revenue Fund and General Project Fund in FY21 (AF:120-2021) (Chris McCartt)
 - Ordinance – First Reading
2. Amend the FY 2021 General Purpose School Fund Budget (AF:113-2021) (David Frye)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Public Hearing to Annex and Adopt a Plan of Service for the Flagship Drive Annexation and Consideration of an Ordinance to Amend Zoning (AF:111-2021) (Elizabeth Rowe)
 - Ordinance – Zoning – Second Reading and Final Adoption
2. Amend City Code Chapter 2, Division 5, Section 2-440 Higher Education Advisory Board (AF: 09-2021) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Renewing the Award of the Bid for Unleaded Gasoline and Ultra-Low Sulfur Diesel (AF:114-2021) (Ryan McReynolds, Steve Hightower)
 - Resolution
 - Resolution

Added second
Resolution
4/20/2021

2. Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF 115-2021) (Ryan McReynolds, Steve Hightower)
 - Resolution
3. Approve Permit for a Carnival to Operate Temporarily at 4540 University Boulevard (AF:118-2021) (Ken Weems)
 - Resolution
4. Approve Inclusion of the City in Opioid Litigation Pursuant to Tennessee's Drug Dealer Liability Act Filed by District Attorney General Barry Stabus (AF:119-2021) (Chris McCartt)
 - Resolution
5. Acquisition of Property for Kingsport City School System (AF:122-2021) (David Frye)
 - Resolution
6. Authorizing the City of Kingsport to Cooperatively Purchase Hardware Upgrades for the Kingsport Police and Fire Departments for use with upgraded software from CentralSquare Technologies. (AF:121-2021) (Chris McCartt)
 - Resolution
7. Ratify Mayor Shull's Signature on Amendment to Contract with the Tennessee Arts Commission (AF:68-2021) (Michael Borders)
 - 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. Bays Mountain Park Association to Host 50th Anniversary Events (AF:116-2021) (Michael Borders, Rob Cole)
 - Resolution
2. Renewing the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to the H.T. Hackney Company (AF:117-2021) (Michael Borders)
 - Resolution
3. Authorizing the Mayor to Sign a Contract Amendment with the Tennessee Department of Transportation on behalf of the Kingsport MTPO for Federal Planning Fund Modifications (AF: 112-2021) (Lesley Phillips)
 - 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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 5, 2021, 4:30 PM
City Hall, Boardroom, 415 Broad Street

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
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J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
George DeCroes, Human Resources Manager
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager
John Rose, Economic Development Director
Chad Austin, Water Services Manager

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull. *The mayor recognized the candidates in the upcoming election who were present.*
2. **ROLL CALL:** Interim City Recorder Winkle.
3. A determination by the board that meeting electronically and limiting 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. **NEIGHBORHOOD COMMISSION UPDATE.** Jamie Jackson provided information on this item and answered questions.
5. **AEROSPACE PARK UPDATE.** Gene Cossey gave a presentation on this item and how this property is moving forward. The city manager commented on the importance of diversifying the economic base of the city, noting the great opportunity this project represents for workforce development as part of the land is in the city limits.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, April 5, 2021**

6. REVIEW OF AGENDA ITEMS ON THE APRIL 6, 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 Annex and Adopt a Plan of Service for the Flagship Drive Annexation and Consideration of an Ordinance to Amend Zoning (AF: 111-2021). City Planner Elizabeth Rowe presented this item, pointing out it was at the request of the property owner and water and sewer already present. She stated there would be minimal cost to the city and the ultimate goal is to have the entire road in the city. She confirmed for Vice-Mayor George that nearby property owners were agreeable.

VI.B.1 Amend City Code, Chapter 2, Division 5, Section 2-440, Higher Education Advisory Board (AF: 09-2021). Mr. McCartt pointed out this change would remove the city manager as a voting member but he would still serve in an advisory capacity.

VI.D.13 Amend Agreement with Cartegraph Systems, LLC (AF: 105-2021). Deputy City Manager McReynolds gave a presentation on this item and the benefits this new service would provide. He gave details on the newly established branded app "Connect Kingsport" and how citizens would utilize it to contact the appropriate department with their concerns. Some discussion followed.

The city manager commented on the difficulty of building during a pandemic and the hard work that took place to be able to meet in the new city hall today. He recognized key staff and thanked them for their efforts.

7. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:40 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, April 6, 2021, 7:00 PM
City Hall, Boardroom, 415 Broad Street

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
Alderman James Phillips

City Administration
Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Deputy 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**

II.B. **INVOCATION:** Pastor Scott Young, Temple Baptist Church.

III.A. **ROLL CALL:** By Deputy City Recorder Winkle. All Present.

III.B. A determination by the board that meeting electronically and limiting 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. Proclamation - Sexual Assault Awareness Month (Mayor Shull).
2. Dobyys-Bennett High School Wrestling Team (Vice Mayor George).

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

1. **Reappointment to the Kingsport Housing and Redevelopment Authority (AF: 104-2021) (Mayor Shull).**

Motion/Second: George/Adler, to approve:
REAPPOINTMENT OF ESTHER RODOLPHE TO ANOTHER FIVE-YEAR TERM ON THE *KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY* EFFECTIVE IMMEDIATELY AND EXPIRING ON MARCH 31, 2024.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 6, 2021**

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

V. APPROVAL OF MINUTES.

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

- A. March 15, 2021 Regular Work Session
- B. March 16, 2021 Regular Business Meeting
- C. March 23, 2021 Joint BMA/BOE Work Session

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

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

**1. Annex and Adopt a Plan of Service for the Flagship Drive
Annexation and Consideration of an Ordinance to Amend Zoning (AF: 111-2021)
(Elizabeth Rowe).**

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

Motion/Second: George/Olterman, to pass:

Resolution No. 2021-179, A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 07th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE FLAGSHIP DRIVE ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

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

Motion/Second: Duncan/Cooper, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FLAGSHIP DRIVE FROM COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 07TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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of the City of Kingsport, Tennessee, Tuesday, April 6, 2021**

Motion/Second: Phillips/Adler, to pass:

Resolution No. 2021-180, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE FLAGSHIP DRIVE ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

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

PUBLIC COMMENT. Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Amend City Code, Chapter 2, Division 5, Section 2-440, Higher Education Advisory Board (AF: 09-2021) (Chris McCartt).

Motion/Second: Phillips/George, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 2-440 THROUGH 2-445 RELATING TO THE CREATION OF THE HIGHER EDUCATION COMMISSION AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Prohibit Smoking on the Grounds of City Playgrounds (AF: 94-2021) (Michael Borders).

Motion/Second: Olterman/Adler, to pass:

ORDINANCE NO. 6926, 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

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

2. Amend FY21 Schools Federal Projects Fund Budget (AF: 92-2021) (David Frye).

Motion/Second: Duncan/Cooper, to pass:

ORDINANCE NO. 6927, AN ORDINANCE TO AMEND THE FY 2021 SCHOOL FEDERAL GRANT PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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3. Amend FY21 School Special Projects Fund Budget
(AF: 93-2021) (David Frye).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6928, AN ORDINANCE TO AMEND THE FY 2021 SCHOOL SPECIAL PROJECTS FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

4. Amend FY21 General Purpose School Fund Budget (AF: 90-2021) (David Frye).

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 6929, 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

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

5. Amend FY21 General Projects Fund Budget (AF: 91-2021) (David Frye).

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6930, 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

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

6. Amend Water Project Fund (AF: 88-2021) (Ryan McReynolds).

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 6931, 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

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

D. OTHER BUSINESS.

1. Purchase Chromebooks from Trafera, LLC for 6th and 9th Grade Students in the Kingsport City School System (AF: 62-2021) (David Frye, Tony Robinson).

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Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2021-181, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO TRAFERA, LLC. FOR 1,385 LENOVO 100e CHROMEBOOKS FOR USE BY STUDENTS AT KINGSPORT CITY SCHOOLS

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

2. Professional Agreement with Barge Design Solutions for the Scott Adams Skatepark (AF: 100-2021) (Michael Borders).

Motion/Second: Adler/Phillips, to pass:

Resolution No. 2021-182, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SERVICES FOR THE DESIGN OF THE NEW SCOTT ADAMS SKATE PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

3. Renew Bid Award for Purchase of Copier Paper (AF: 101-2021) (Chris McCartt).

Motion/Second: George/Duncan, to pass:

Resolution No. 2021-183, A RESOLUTION AUTHORIZING THE RENEWAL OF THE AWARD OF BID FOR THE PURCHASE OF COPIER PAPER FOR USE BY THE CITY AND KINGSPORT CITY SCHOOLS WITH AMERICAN PAPER AND TWINE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

4. Bid Award for Purchase of One (1) Asphalt Compaction Roller (AF: 102-2021) (Ryan McReynolds, Steve Hightower).

Motion/Second: Cooper/George, to pass:

Resolution No. 2021-184, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE ASPHALT COMPACTION ROLLER TO STOWERS MACHINERY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

5. Amend Agreement with Cross Safe for School Crossing Guard Services (AF: 103-2021) (Dale Phipps).

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Motion/Second: George/Olterman, to pass:

Resolution No. 2021-185, A RESOLUTION AMENDING THE AGREEMENT FOR SCHOOL CROSSING GUARDS WITH CROSS SAFE AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

6. Approve Installation of Tennessee Music Pathway Posts with Signage (AF: 109-2021) (Jessica Harmon).

Motion/Second: Adler/Cooper, to pass:

Resolution No. 2021-186, A RESOLUTION APPROVING THE INSTALLATION OF TENNESSEE MUSIC PATHWAY POSTS WITH SIGNAGE IN THE DOWNTOWN AREA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

7. Bid Award for Purchase of Four (4) 18-Passenger Cutaway Style Mini-Buses (AF: 110-2021) (Chris McCartt, Steve Hightower).

Motion/Second: Cooper/George, to pass:

Resolution No. 2021-187, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF FOUR 18 PASSENGER CUTAWAY STYLE MINI-BUSES TO CENTRAL STATES BUS SALES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

8. Authorize Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Gibson Springs Phase 3 Development (AF: 108-2021) (Ryan McReynolds).

Motion/Second: Olterman/Duncan, to pass:

Resolution No. 2021-188, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC FOR GIBSON SPRINGS PHASE 3

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

9. Authorize Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Gibson Springs Phase 2 Development (AF: 107-2021) (Ryan McReynolds).

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Motion/Second: George/Phillips, to pass:

Resolution No. 2021-189, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC FOR GIBSON SPRINGS PHASE 2

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

10. Equipment Rental for Landfill Closure (AF: 87-2021) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-190, A RESOLUTION AWARDED THE BID FOR THE RENTAL OF A DOZER AND A COMPACTOR FOR THE LANDFILL CLOSURE PROJECT TO STOWERS MACHINERY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

11. Bid Award to American Environmental, LLC for the Kingsport Demolition Landfill Phase 1 Area 2 Closure Project (AF: 96-2021) (Ryan McReynolds).

Motion/Second: Phillips/Cooper, to pass:

Resolution No. 2021-191, A RESOLUTION AWARDED THE BID FOR THE KINGSFORT DEMOLITION LANDFILL PHASE 1 AREA 2 CLOSURE PROJECT TO AMERICAN ENVIRONMENTAL, LLC, AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

12. Purchase Water Meters for Advanced Metering Infrastructure (AMI) Upgrade (AF: 97-2021) (Ryan McReynolds).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2021-192, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR MASTER METER WATER METERS TO CORE & MAIN LP

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

13. Amend Agreement with Cartegraph Systems, LLC (AF: 105-2021) (Ryan McReynolds).

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Motion/Second: Adler/Phillips, to pass:

Resolution No. 2021-193, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH CARTEGRAPH SYSTEMS, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

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

Motion/Second: George/Cooper, to adopt:

1. Contract Renewal with CareHere as the Provider of Health, Wellness and Occupational Medicine Clinic Services for City of Kingsport (AF: 98-2021) (George DeCroes).

Pass:

Resolution No. 2021-194, A RESOLUTION RENEWING THE AGREEMENT WITH CAREHERE, LLC, D/B/A CAREHERE MANAGEMENT, PLLC, AS THE PROVIDER OF HEALTH, WELLNESS, AND OCCUPATIONAL MEDICAL CLINIC SERVICES FOR FY22 AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RENEWAL

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

2. Amend Current Healthways Provider Agreement between Tivity Health Services LLC and the City of Kingsport in Order to Include the Aquatic Center (AF: 99-2021) (Shirley Buchanan).

Pass:

Resolution No. 2021-195, A RESOLUTION APPROVING AN AMENDMENT TO THE HEALTHWAYS PROVIDER AGREEMENT WITH TIVITY HEALTH SERVICES, LLC, (FORMERLY KNOWN AS AMERICAN HEALTHWAYS SERVICES, LLC) TO INCLUDE THE KINGSFORT AQUATIC CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

2. Acquisition of Property for Stormwater Utility (AF: 76-2021) (Ryan McReynolds).

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Pass:

Resolution No. 2021-196, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF A PORTION OF REAL PROPERTY FOR STORMWATER UTILITY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

VIII. COMMUNICATIONS.

- A. **CITY MANAGER.** Mr. McCartt commented on the milestone of having the first meeting in the new city hall tonight, pointing out this project began four years ago and recognizing key staff for making it happen. He thanked Cain, Rash and West and noting the challenges of building during a pandemic. Lastly he thanked the BMA for their continued support.
- B. **MAYOR AND BOARD MEMBERS.** Alderman Adler congratulated the staff for this pivotal moment in Kingsport history. She also commented on the upcoming iron pour event through the Office of Cultural Arts and how tickets could be obtained. Lastly she noted the upcoming city elections and the forums being held for the candidates. Alderman Duncan congratulated Chief Phipps for his recent promotion. He also mentioned Keep Kingsport Beautiful is having a cleanup downtown this weekend. Alderman Phillips echoed previous comments on the new building, pointing out staff should be proud. He also congratulated the Chief and commented on a new construction program that would be launching this fall. Alderman Cooper commented on the Trashercize event that combines litter pickup with exercise. She also encouraged everyone to attend the Easter production at Lamplight Theatre. Alderman Olterman promoted Dobyns Bennett baseball and asked for support for local teams. He also congratulated Chief Phipps. Vice-Mayor George encouraged citizens to come to a meeting at the new city hall. She also gave details on the 50th anniversary celebration at Bays Mountain, noting there would be events held throughout the year. Mayor Shull pointed out that much of the business conducted may seem routine, but the board takes it very seriously.
- C. **VISITORS.** Mr. Wesley Combs commented on the new skate park.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Waterline Easement Abandonment for 2401-2405 S. Wilcox Drive

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

Action Form No.: AF-106-2021
 Work Session: April 19, 2021
 First Reading: April 20, 2021

Final Adoption: May 4, 2021
 Staff Work By: Savannah Garland
 Presentation By: Savannah Garland

Recommendation:

- Hold Public Hearing
- Approve ordinance abandoning waterline easement located off 2401-2405 S. Wilcox Drive.

Executive Summary:

This is a request, from the owner of 2401-2405 S. Wilcox Drive, to abandon a waterline easement on the northeasterly property line. The water line easement proposed to be abandoned is approximately 12ft wide. City departments as well as local utility providers have reviewed the request. City staff sees no future use for this water line. During their April 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the abandonment to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on April 5, 2021.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, April 20th, 2021, to consider the water line easement abandonment located off S. Wilcox Drive. 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 utility easement proposed for abandonment is generally described as follows:

Beginning at a point in the northeasterly sideline of the said 12-ft wide waterline easement, zesaidd point being distant along the same on a course of north 30 degrees 13 minutes 36 seconds west for a distance of 94.63 feet from the intersection of the said northeasterly sideline of the easement with the northerly sideline of South Wilcox Drive; thence running south 59 degrees 46 minutes 24 seconds west for the distance of 12.00 feet; thence along the southwesterly sideline of the 12-ft wide waterline easement, north 30 degrees 13 minutes 36 seconds west for a distance of +/- 174 feet to the northerly terminus of said easement; thence along the northerly terminus north 59 degrees 46 minutes 24 seconds east for a distance of 12.00 feet; thence along the northeasterly sideline of the easement, south 30 degrees 13 minutes 36 seconds east for a distance of +/- 174 feet to the point of beginning, as shown on a survey dated February 19, 2021, by M. Lacey Land Surveying, Whitesburg, Tennessee.

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: 04/05/2021

ORDINANCE NO. _____

AN ORDINANCE TO ABANDON A SECTION OF A WATER LINE EASEMENT LOCATED OFF OF SOUTH WILCOX DRIVE SITUATED IN THE CITY OF KINGSPORT, THIRTEENTH 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 April 15th, 2021, the Kingsport Regional Planning Commission has determined that the public interest of the city is best served and warrants abandoning that portion of water line easement described herein, nor can any future use of the same water line easement purposes be reasonably anticipated; and

WHEREAS, as a result of its action at the meeting held on April 15th, 2021, the Kingsport Regional Planning Commission recommends to the Board of Mayor and Aldermen to abandon the water line easement described herein; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 20th day of April 2021, and notice thereof published in the Kingsport Times-News on the 5th day of April, 2021.

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

SECTION I. The city hereby abandons the water line easement located off 2401 – 2405 S. Wilcox Drive within the City of Kingsport, 13th Civil District of Sullivan County, Tennessee, which for purposes of this vacation is further described as follows:

Beginning at a point in the northeasterly sideline of the said 12-ft wide waterline easement, zesaidd point being distant along the same on a course of north 30 degrees 13 minutes 36 seconds west for a distance of 94.63 feet from the intersection of the said northeasterly sideline of the easement with the northerly sideline of South Wilcox Drive; thence running south 59 degrees 46 minutes 24 seconds west for the distance of 12.00 feet; thence along the southwesterly sideline of the 12-ft wide waterline easement, north 30 degrees 13 minutes 36 seconds west for a distance of +/- 174 feet to the northerly terminus of said easement; thence along the northerly terminus north 59 degrees 46 minutes 24 seconds east for a distance of 12.00 feet; thence along the northeasterly sideline of the easement, south 30 degrees 13 minutes 36 seconds east for a distance of +/- 174 feet to the point of beginning, as shown on a survey dated February 19, 2021, by M. Lacey Land Surveying, Whitesburg, Tennessee.

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:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

Property Information	Water line Easement Abandonment		
Address	2401- 2405 S. Wilcox Drive		
Tax Map, Group, Parcel	Easement located on Tax Parcel 076-006.10		
Civil District	13 th Civil District		
Overlay District	Gateway		
Land Use Designation	Retail/Commercial		
Acres	+/- 2.428		
Applicant #1 Information		Intent	
Name: GIP Kingsport LLC Address: PO Box 13470 City: Richmond State: VA Zip Code: 23225 Phone Number:		Intent: <i>To abandon the existing waterline easement.</i>	
Planning Department Recommendation			
(Approve, Deny, or Defer) <p>The Kingsport Planning Division recommends abandoning the water line easement located along Parcel 076.-006.10.</p> <ul style="list-style-type: none"> Request reviewed by all city departments Easement no longer needed or used. <p>Staff Field Notes and General Comments:</p> <p>The water line easement area is a 12 foot wide waterline crossing lands of GIP Kingpost, LLC. The majority of the easement was abandoned years ago when the roadway was relocated. The City did relocate a fire hydrant in the last few months to locate it within the right-of-way in order for this waterline easement to be abandoned.</p>			
Planner:	Garland	Date: 3/11/2021	
Planning Commission Action		Meeting Date:	April 15, 2021
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION**Water line Easement Abandonment**

ADDRESS	2401-2405 S. Wilcox Drive
DISTRICT, LAND LOT	Sullivan County 13th Civil District, Parcel 076- 006.10
OVERLAY DISTRICT	Gateway
CURRENT ZONING	B-3, Highway Oriented Business
PROPOSED ZONING	No Change
ACRES +/-	2.428
EXISTING USE	Utilities
PROPOSED USE	

PETITIONER 1: GIP Kingsport LLC
P.O Box 13470 Richmond, VA 23225

INTENT

The owner has requested that the City of Kingsport abandon the old 12-ft wide water line utility easement that was deeded to them back in 1999. The majority of the easement was abandoned years ago when the roadway was relocated. The City did relocate a fire hydrant in the last few months to locate it within the right-of-way in order for this water line easement to be abandoned.

City Departments, as well as local utility providers, have taken a look at the request to abandon the utility easement. It has come to a conclusion that the water line easement is no longer needed and City staff no longer see any future use for this easement.

Site Map



3/16/2021, 11:47:50 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

1:2,257
 0 0.0175 0.035 0.07 mi
 0 0.03 0.06 0.12 km

Web Application for ArcGIS

Zoning



3/16/2021, 11:49:58 AM



Web AppBuilder for ArcGIS

Utilities



3/16/2021, 1:18:37 PM

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

1:2,257

0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km

With AppBuilder for ArcGIS

M. Lacey Land Surveying, LLC

*P.O. Box 35, 7164 E. Andrew Johnson Hwy
Whitesburg, TN 37891
Phone: 423-235-5546*

February 25, 2021

**RE: Project 9500121
Tax Parcel 076-006.01
2401-2405 South Wilcox Drive
City of Kingsport, TN**

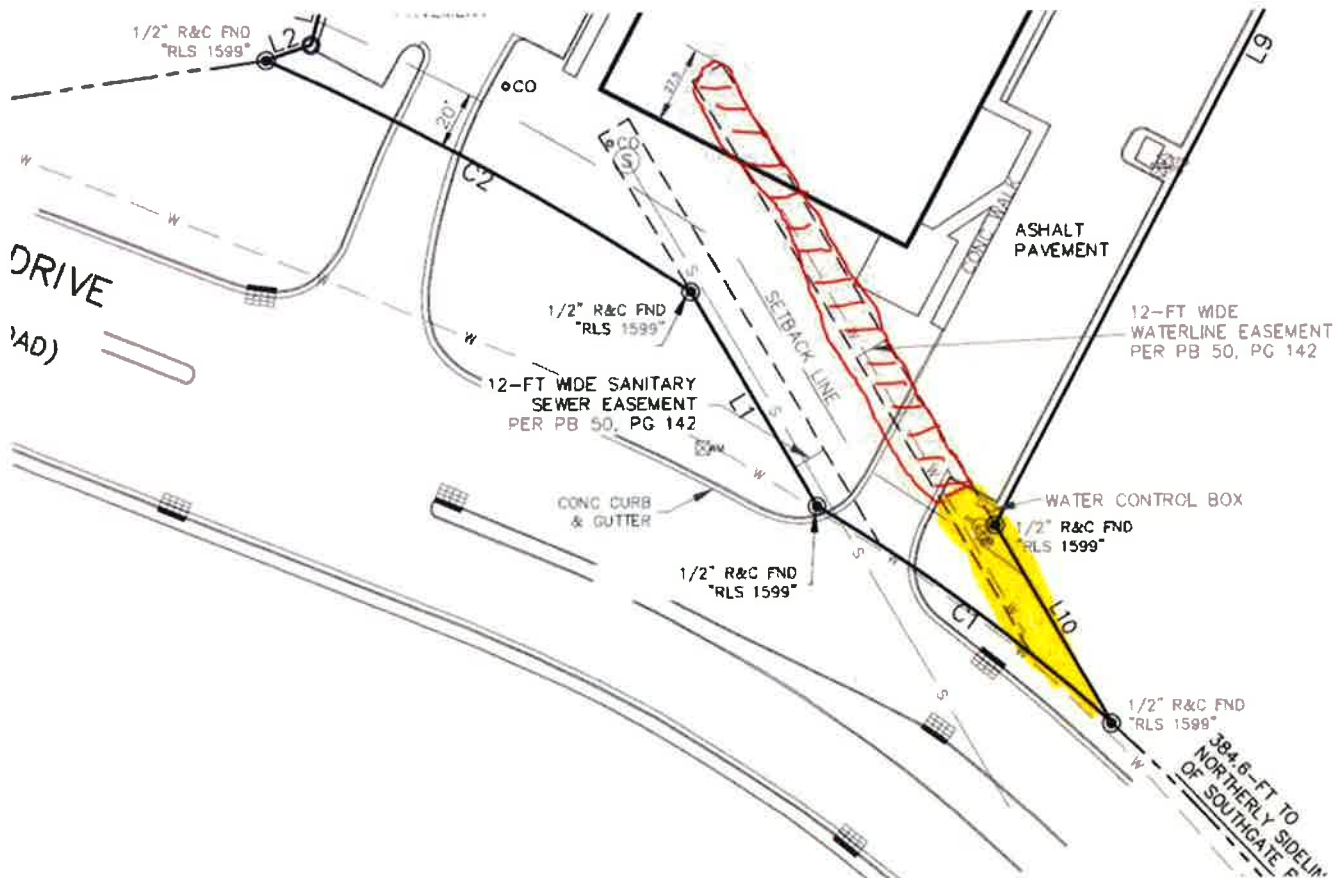
Metes & Bounds Description of Waterline Easement to be Abandoned

All that tract, piece, parcel of land situate, lying, and being in the City of Kingsport, Sullivan County, Tennessee, being a portion of a 12-ft wide waterline easement crossing lands of GIP Kingsport, LLC (Tax Parcel 076-006.10), said portion to be abandoned by the City of Kingsport being more particularly described as follows:

Beginning at a point in the northeasterly sideline of the said 12-ft wide waterline easement, zesaidd point being distant along the same on a course of north 30 degrees 13 minutes 36 seconds west for a distance of 94.63 feet from the intersection of the said northeasterly sideline of the easement with the northerly sideline of South Wilcox Drive; thence running south 59 degrees 46 minutes 24 seconds west for the distance of 12.00 feet; thence along the southwesterly sideline of the 12-ft wide waterline easement, north 30 degrees 13 minutes 36 seconds west for a distance of +/- 174 feet to the northerly terminus of said easement; thence along the northerly terminus north 59 degrees 46 minutes 24 seconds east for a distance of 12.00 feet; thence along the northeasterly sideline of the easement, south 30 degrees 13 minutes 36 seconds east for a distance of +/- 174 feet to the point of beginning, as shown on a survey dated February 19, 2021, by M. Lacey Land Surveying, Whitesburg, Tennessee.

[illegible]

The red hatched area is to be abandoned. The highlighted yellow will stay as this portion is a public easement that the City will maintain.



VESTA PIERCE
TAX PARCEL 071
LOT 8A-R
"REPLAT OF LOT
SHOPPING CENTE
PB 56, PG 361

PROPER

LINE	B
L1	N
L2	N
L3	N
L4	N
L5	N
L6	N
L7	N
L8	S
L9	S
L10	S

PROPER

CURVE	
C1	
C2	

[illegible]

Staff recommends sending a favorable recommendation to the Board of Mayor and Alderman for the water line easement abandonment along 2401-2405 South Wilcox Drive.

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AGENDA ACTION FORM

Budget Adjustment for the Gen Project-Special Revenue Fund and General Project Fund in FY21

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

Action Form No.: AF-120-2021
 Work Session: April 19, 2021
 First Reading: April 20, 2021

Final Adoption: May 4, 2021
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Projects-Special Revenue Fund budget is being amended by accepting a \$6,000 grant from the Tennessee Arts Commission to the TAC Creative Partner Grant project (NC2109) to increase annual support from the Tennessee Arts Commission, by accepting a Tennessee Agricultural Enhancement Grant from the Tennessee Department of Agriculture in the amount of \$1,000 to the Farmers Market Advertising project (NC2112) for Farmer's Market advertising, and by accepting a American Dream Literacy Initiative Grant from the American Library Association in the amount of \$5,000 to the Library Literacy Initiative project (NC2113) to expand ESL services at the Library.

The General Project Fund is being amended by accepting a donation from CSX in the account of \$17,651 to the Aesthetic Improvements project (GP2017) for the painting of the railroad bridge over Wilcox.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO.

PRE-FILED
CITY RECORDER

AN ORDINANCE TO AMEND THE GEN PROJECTS-SPECIAL
REVENUE FUND AND GENERAL PROJECT FUND BUDGETS
FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Projects-Special Revenue Fund budget be amended by accepting a \$6,000 grant from the Tennessee Arts Commission to the TAC Creative Partner Grant project (NC2109) to increase annual support from the Tennessee Arts Commission, by accepting a Tennessee Agricultural Enhancement Grant from the Tennessee Department of Agriculture in the amount of \$1,000 to the Farmers Market Advertising project (NC2112) for Farmer's Market advertising, and by accepting a American Dream Literacy Initiative Grant from the American Library Association in the amount of \$5,000 to the Library Literacy Initiative project (NC2113) to expand ESL services at the Library.

SECTION II. That the General Project Fund be amended by accepting a donation from CSX in the account of \$17,651 to the Aesthetic Improvements project (GP2017) for the painting of the railroad bridge over Wilcox.

Fund 111: Gen Projects-Special Revenue Fund

TAC Creative Partner Grant (NC2109)

Revenues:

111-0000-332.32-00	TN Arts Commission	\$	20,200	\$	6,000	\$	26,200
Totals:			20,200		6,000		26,200

Expenditures:

111-0000-601.20-20	Professional/Consultant	\$	20,200	\$	6,000	\$	26,200
Totals:			20,200		6,000		26,200

Farmers Market Advertising (NC2112)

Revenues:

111-0000-332.61-00	TN Dept of Agriculture	\$	0	\$	1,000	\$	1,000
Totals:			0		1,000		1,000

Expenditures:

111-0000-601.20-10	Advertising & Publication	\$	0	\$	1,000	\$	1,000
Totals:			0		1,000		1,000

Library Literacy Initiative (NC2113)

Revenues:

111-0000-364.30-00	From Non-Profit Groups	\$	0	\$	5,000	\$	5,000
Totals:			0		5,000		5,000

Expenditures:

111-0000-601.90-05	Library Materials	\$	0	\$	5,000	\$	5,000
Totals:			0		5,000		5,000

Fund 311: General Project Fund
Library Literacy Initiative (GP2017)

Revenues:

	\$	\$	\$
311-0000-368.99-00 Miscellaneous	0	17,651	17,651
311-0000-391.01-00 From General Fund	313,750	0	313,750
Totals:	313,750	17,651	331,401

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	313,750	17,651	331,401
Totals:	313,750	17,651	331,401

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

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 General Purpose School Fund Budget

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

Action Form No.: AF-113-2021
 Work Session: April 19, 2021
 First Reading: April 20, 2021

Final Adoption: May 4, 2021
 Staff Work By: David Frye
 Presentation By: D. Frye

Recommendation:

Approve the Ordinance

Executive Summary:

The Board of Education approved fiscal year 2021 budget amendment number three at their meeting on April 13, 2021. This amendment increases the General Purpose School Fund budget by \$120,000. Funds are being appropriated from the Unreserved Fund Balance to purchase an additional school bus for \$120,000. Unused Dobyns-Bennett band and chorus funds of \$38,000 are being reserved to carry forward to the FY 2022 budget. 5 schools have requested budget transfers.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Three – 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: *20*

	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 Unreserved Fund Balance Appropriations \$120,000. The expenditure budget will be amended by increasing the appropriation for Dobyns-Bennett-Instructional Equipment by \$12,000; the appropriation for Adams-Instructional Equipment by \$975; the appropriation for Washington-Instructional Supplies by \$3,000; the appropriation for DB Excel-Instructional Equipment by \$1,400; the appropriation for Transportation Equipment by \$120,000; the appropriation for Dobyns-Bennett-Non-Instructional Equipment by \$22,700; the appropriation for Jackson-Non-Instructional Equipment by \$2,000 and by decreasing the appropriation for Dobyns-Bennett-Student Travel by \$12,000; the appropriation for Dobyns-Bennett-Repair of Books by \$2,800; the appropriation for Dobyns-Bennett-Library Books by \$2,900; the appropriation for Dobyns-Bennett-Audio Visual by \$10,500; the appropriation for Dobyns-Bennett-Periodicals by \$3,800; The appropriation for Washington-Staff Development by \$1,000; the appropriation for DB Excel-Staff Development by \$1,400; the appropriation for Dobyns-Bennett-Principal Travel by \$2,700; the appropriation for Adams-Principal Travel by \$975; the appropriation for Jackson-Principal Travel by \$2,000; the appropriation for Washington-Principal Travel by \$2,000. In addition, a Reserve for Dobyns-Bennett Fine Arts will be established for \$38,000.

Fund 141: General Purpose School Fund

Reserves:

	\$	\$	\$
141-0000-247-7700 Reserve for D-B Fine Arts	0	38,000	38,000
Totals	0	38,000	38,000

Revenues:

	\$	\$	\$
141-0000-392-0100 Unreserved Fund Bal. Appr.	1,126,656	120,000	1,246,656
Totals	1,126,656	120,000	1,246,656

Expenditures:

	\$	\$	\$
141-7100-711-0722 DB – Inst Equipment	46,800	12,000	58,800
141-7112-711-0722 Adams - Inst Equipment	8,955	975	9,930
141-7140-711-0429 Washington – Inst Supplies	22,243	3,000	25,243
141-7158-711-0722 DB Excel – Inst. Equipment	8,710	1,400	10,110
141-7200-773-0599 DB – Student Travel	58,000	(12,000)	46,000
141-7200-781-0431 DB – Repair of Books	3,663	(2,800)	863
141-7200-781-0432 DB – Library Books	31,850	(2,900)	28,950
141-7200-781-0433 DB – Audio Visual	29,639	(10,500)	19,139
141-7200-781-0437 DB – Periodicals	10,000	(3,800)	6,200
141-7240-781-0457 Washington – Staff Dev	3,450	(1,000)	2,450
141-7258-781-0457 DBE – Staff Development	2,000	(1,400)	600

141-7200-801-0255	DB – Principal Travel	5,300	(2,700)	2,600
141-7212-801-0355	Adams – Principal Travel	2,000	(975)	1,025
141-7215-801-0355	Jackson – Principal Travel	2,000	(2,000)	0
141-7240-801-0355	Washington – Principal Trav	2,000	(2,000)	0
141-7250-831-0729	Transportation – Equipment	110,298	120,000	230,298
141-7600-871-0790	DB – Non-Inst Equipment	86,303	22,700	109,003
141-7615-871-0570	Jackson Non-Inst Equipment	8,936	2,000	10,936
Totals		442,147	120,000	562,147

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.

PAT SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

Angela Marshall, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

April 13, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: REGULAR EDUCATION BUS

During the budget process, it was determined that we need to purchase an additional regular education bus. If we start the process now instead of waiting on the new budget, we should have that bus ready to put into service at the beginning of the second semester of the 21-22 school year. It is recommended that the estimated revenue for Fund Balance Appropriations be increased by \$120,000 and that the appropriations for Regular Education Transportation Equipment be increased by \$120,000.

ITEM TWO: DOBYNS-BENNETT STUDENT TRAVEL

- Band Travel - There is \$51,000 budgeted for band travel in the current year budget. With all band travel being cancelled for this year, the band is requesting that these funds be carried over to the FY 21-22 budget. These funds will be used to offset the cost of percussion and color guard instructors for one year. It is recommended that a Reserve for Dobyns-Bennett Band be established for \$51,000 and that these funds be appropriated in the FY 2021-22 budget.
- Chorus Travel – There is \$3,000 budgeted for chorus travel in the current year budget. With all chorus travel cancelled for this year, the chorus is requesting that these funds be carried over to the FY 21-22 budget. These funds will be used to offset the cost of a planned trip to Carnegie Hall. It is recommended that a Reserve for Dobyns-Bennett Chorus be established for \$3,000 and that these funds be appropriated in the FY 2021-22 budget.

ITEM THREE: MISCELLANEOUS TRANSFERS

- Dobyns-Bennett – Dobyns-Bennett has requested to transfer \$2,700 of their Principal Travel funds and \$20,000 of their Library funds to their Non-instructional Equipment account. This will help fund LED lights for the theater, new graduation chairs, new lights for lobby arts display/gallery, school hallway signage and 1-2 sets of classroom furniture. They would also request to transfer \$2,000 of Orchestra Travel funds and \$10,000 of General Student Travel funds to their Instructional Equipment account. This will help fund new microphones and a new kiln.
- Adams – Adams Elementary has requested to transfer \$975 of their Principal Travel funds to their Instructional Equipment account. These funds will be used to purchase a chromebook cart.
- Jackson – Jackson elementary has requested to transfer their Principal Travel Funds (\$2,000) to their Non-Instructional Equipment account. These funds will be used to

purchase in-house walkie-talkies.

- D-B Excel – D-B Excel has requested to transfer \$1,400 of their Staff Development funds to their Instructional Equipment account.
- Washington - Washington elementary has requested to transfer \$1,000 of their Staff Development and \$2,000 of their Principal Travel fund to their Instructional Supplies and Materials account.



AGENDA ACTION FORM

Amend Zoning for Flagship Drive Annexation

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

Action Form No.: AF-111-2021
 Work Session: April 5, 2021
 First Reading: April 6, 2021

Final Adoption: April 20, 2021
Staff Work By: Elizabeth Rowe
Presentation By: E. Rowe

Recommendation:

Approve ordinance amending the Zoning Ordinance for the Flagship Drive Annexation

Executive Summary:

This is an owner-requested annexation of approximately 16.893+/- acres located adjacent to Flagship Drive. The current county zone for the parcel is M-1 (Light Manufacturing). The proposed city zone for the area is B-3 (Highway Oriented Business). The applicant is requesting annexation to allow the Flagship Drive roadway to be dedicated to the City on future action and facilitate commercial development of the property. During their March regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board in support of the annexation, zoning, and plan of services for the site. The notice of public hearing was published on March 20th, 2021.

Attachments:

1. Zoning 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 FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG FLAGSHIP DRIVE FROM COUNTY M-1, LIGHT MANUFACTURING DISTRICT, TO B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 07TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Flagship Drive from County M-1, Light Manufacturing District, to B-3, Highway Oriented Business District in the 7th Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING AT A POINT ON THE WESTERLY SIDELINE OF AIRPORT PARKWAY (STATE ROUTE 357), SAID POINT A CORNER TO LOT 1, FLAGSHIP COMMERCIAL PARK (PLAT BOOK 36, PAGE 18). THENCE ALONG SAID SIDELINE SOUTH 05' 19' 51" WEST, A DISTANCE OF 274.35 FEET TO A POINT, SAID POINT A CORNER TO THE DIVISION OF THE PIERCE PROPERTY (PLAT BOOK 50, PAGE 952). THENCE ALONG SAME SOUTH 86' 14' 12" WEST, A DISTANCE OF 642.51 FEET TO A POINT AND SOUTH 58' 06' 02" WEST, A DISTANCE OF 431.43 FEET, TO A POINT, SAID POINT IN THE LINE OF CARROLL (DEED BOOK 3278, PAGE 365). THENCE ALONG CARROLL NORTH 38' 05' 51" WEST, A DISTANCE OF 446.20 FEET TO A POINT AND NORTH 38' 35' 11" WEST, A DISTANCE OF 391.69 FEET TO A POINT, SAID POINT IN THE LINE OF MOODY (DEED BOOK 3005, PAGE 2336) AND A CORNER TO PIERCE (DEED BOOK 2113C, PAGE 316). THENCE ALONG PIERCE NORTH 54' 28' 46" EAST, A DISTANCE OF 317.18 FEET TO A POINT; NORTH 38' 49' 07" WEST, A DISTANCE OF 108.86 FEET TO A POINT; NORTH 54' 00' 53" EAST, A DISTANCE OF 301.93 FEET TO A POINT; SOUTH 39' 08' 07" EAST, A DISTANCE OF 277.31 FEET TO A POINT AND NORTH 55' 52' 53" EAST, A DISTANCE OF 21.11 FEET TO A POINT, SAID POINT LOCATED ON THE WESTERLY SIDELINE OF FLAGSHIP DRIVE. THENCE ALONG SAID SIDELINE SOUTH 38' 48' 33" EAST, A DISTANCE OF 334.93 TO A POINT, SAID POINT A PC OF A CURVE TO THE LEFT. THENCE ALONG SAID CURVE HAVING A RADIUS 123.88 FEET AN ARC LENGTH 152.00 FEET AND A CHORD SOUTH 73' 07' 44" EAST, A DISTANCE OF 143.07 FEET TO A POINT, SAID POINT THE PT OF SAID CURVE. THENCE CONTINUING ALONG SAID SIDELINE NORTH 72' 33' 04" EAST, A DISTANCE OF 85.40 FEET TO A POINT AND NORTH 69' 02' 32" EAST, A DISTANCE OF 83.96 FEET TO A POINT, SAID POINT A CORNER TO LOT 2, RE PLAT OF FLAGSHIP COMMERCIAL PARK (PLAT BOOK 43, PAGE 47). THENCE ALONG SAME SOUTH 17' 06' 09" EAST, A DISTANCE OF 254.61 FEET TO A POINT. THENCE ALONG LOT 2 AND LOT 1 NORTH 68' 52' 55" EAST, A DISTANCE OF 369.10 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 16.893 ACRES, MORE OR LESS..

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

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

PATRICK W. SHULL
Mayor

ATTEST:

Lisa Winkle
Interim City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

Amend City Code Chapter 2, Division 5, Section 2-440 Higher Education Advisory Board

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

Action Form No.: AF-09-2021
 Work Session: April 5, 2021
 First Reading: April 6, 2021

Final Adoption: April 20, 2021
 Staff Work By: Jessica Harmon
 Presentation By: Chris McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The Kingsport Higher Education Commission is organized to increase access to higher education by promoting and delivering post-secondary educational degree programs in the Kingsport region; provide oversight on behalf of the City of Kingsport for any and all facilities owned by the City of Kingsport in the Academic Village, subject to the terms of the existing lease; and serve as a resource and liaison between the City of Kingsport School System and Higher Education programs here in the City of Kingsport.

This section of City Code has not been evaluated since 2010. The status of Higher Education in the City of Kingsport has evolved over time and changes have occurred that need to be reflected in the City Code. Many of the changes shown in the update are house-keeping in nature and are an effort to align the City Code with the adopted by-laws. Proposed is to change the name in the Code from "Advisory Board" to "Commission." The "purpose" has been updated and expanded to include all the relationships that touch Higher Education in the City. The addition of the ability for the Commission to appoint liaisons to bring in a specialized knowledgebase has been added.

The last big change involves the composition of the membership. The City Manager is currently a voting member of this body. It is recommended to remove the City Manager as a voting member of the Higher Education Commission in an effort to allow that role to facilitate discussion on higher education as needed with various members of the community. This transition would also allow the Commission to have an odd number of voting members.

The Higher Education Commission has reviewed the changes and is in support of the requested amendments.

Attachments:

1. Ordinance for City Code Change
2. Redline of Code Changes

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, SECTION 2-440
THROUGH 2-445 RELATING TO THE CREATION OF THE
HIGHER EDUCATION COMMISSION AND TO FIX THE
EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 2-440 through 2-445- of the Code of Ordinances, City of
Kingsport, Tennessee, is hereby amended to read as follows:

DIVISION 5. - HIGHER EDUCATION COMMISSION

Sec. 2-440. - Created; study and recommendations of higher educational needs of city; limitation of power and authority.

(a) There is created and established the higher education commission, referred to in this division as the commission, which shall generally study the higher educational needs of the community and recommend to the board of mayor and aldermen programs, facilities, special equipment and sites needed or desirable for higher education opportunities in the city with emphasis on the area known as the academic village. The commission shall carry out the following purposes:

(1) Increase access to higher education by promoting and delivering post-secondary educational degree programs in the Kingsport region;

(2) Provide oversight on behalf of the City of Kingsport for any and all facilities owned by the City of Kingsport in the Academic Village, subject to terms of the existing leases.

(3) Encourage the expansion of higher education, including adult and continuing education, associate, baccalaureate and graduate degrees offered by various public and private participating universities and colleges (the "Institutions") in an effort to ensure a marketable workforce is available for current and potential employers;

(4) Coordinate the development and delivery of such higher education programs offered by various educational institutions serving the region within the Academic Village;

(5) Serve as a resource and referral center by maintaining and disseminating information on existing educational program and resources;

(6) Develop, in coordination with the Tennessee Board of Regents, the University of Tennessee System, and the Tennessee Higher Education Commission, specific goals for higher education in the greater Kingsport area;

(7) Subject to the approval of the Board of Mayor and Alderman, as well as the limitations contained herein, have the authority to administer agreements with Institutions to provide associate, baccalaureate and graduate level degrees, in addition to other education/workforce development programs;

(8) Conduct other activities useful or appropriate to the accomplishment of the foregoing purposes or as otherwise permitted by law; and

(9) Serve as a resource and liaison between the City of Kingsport School System and access to higher education here in the City of Kingsport

(b) The commission shall also generally act as a clearinghouse for opportunities, concerns, and issues associated with the higher education initiatives in the academic village and facilitate communication and discussion of opportunities and concerns with the city, business, and higher education in the academic village.

(c) The commission shall have no power or authority to impair the Charter, accreditation, or contract of any institution of higher education in the academic village.

Sec. 2-441. - Membership; terms; filling vacancy.

(a) The higher education commission shall be composed of ten members referred to as the Board of Directors and shall be as follows:

(1) Voting Directors. There shall be seven (7) voting directors as follows:

(i) The Mayor of the City of Kingsport shall be an ex-officio member of the Board;

(ii) The President of Northeast State Community College (the "NESCC President"), or the NESCC President's designee, shall be an ex-officio member of the Board

(iii) One member of the Board shall be the President or Presidential representative (known as the "Presidential Director") of one of the Participating Institutions offering academic courses in the Academic Village; and

(iv) Four members of the Board (known as "Community Directors") shall be appointed from the Kingsport community by the Mayor of the City of Kingsport and confirmed by the Kingsport Board of Mayor and Aldermen.

(2) Non-Voting Directors. There shall be two (2) non-voting directors as follows:

(i) The Superintendent of Kingsport City Schools shall be an ex-officio non-voting director.

(ii) The Chief Executive Officer of NETWORKS-Sullivan Partnership shall be an ex-officio non-voting director.

(b) An appointive member with unauthorized absences from three consecutive meetings or from three regular meetings within a 12-month period shall be deemed to have resigned from the commission. A successor shall be appointed to fill the vacancy as provided in this section.

(c) If a vacancy occurs on the commission because of death, resignation or inability or refusal of an appointive member to serve, the vacancy shall be filled for the unexpired term of such appointive member by appointment of the mayor, with the approval of the board.

(d) The commission, at their discretion, may appoint person(s) to serve as a liaison for special topics of consideration.

Sec. 2-442. - Compensation.

The members of the commission, by accepting appointment on the commission, shall serve without compensation and shall perform their duties for the benefit of and for the general welfare of the city and its surrounding community.

Sec. 2-443. - Organization.

After appointment, the members of the commission shall meet in regular session and shall organize themselves by electing from their number a chairperson, vice-chairperson and a secretary. Each person so elected shall hold office for one year or until a successor is elected and qualified.

Sec. 2-444. - Meetings; records; quorum.

The commission shall meet in regular session at least once each quarter, and the time and place shall be decided by vote of the members. It shall be the duty of the chairperson to preside over all meetings of the commission and, in the absence of the chairperson, the vice-chairperson shall preside. The secretary shall keep a record of all proceedings of the commission. Any meetings, other than a regular meeting, may be called by the chairperson or by any four members of the commission upon 24-hour notice to all members of the board and the public. A majority of the Directors shall constitute a quorum for any meeting of the commission. All meetings of the commission or any subcommittee shall be held only upon notice, shall be open to the public and shall comply with the requirements set out in Tenn. Code Ann. § 8-44-101, et. seq. as amended from time to time.

Sec. 2-445. - Subcommittees.

The commission shall, as needed, develop special standing subcommittees. Structure, purpose, tenure and functions of each standing subcommittee shall be determined by the advisory board. Standing subcommittee membership appointments shall be made by the commission. Membership of each standing subcommittee shall include at least one commission member.

SECTION II. That all ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III That this ordinance shall take effect from and after the date of its passage, 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 _____

DIVISION 5. - HIGHER EDUCATION ADVISORY BOARD COMMISSION

Sec. 2-440. - Created; study and recommendations of higher educational needs of city; limitation of power and authority.

- (a) There is created and established the higher education ~~advisory board~~ **commission**, referred to in this division as the ~~advisory board~~ **commission**, which shall generally study the higher educational needs of the community and recommend to the board of mayor and aldermen programs, facilities, special equipment and sites needed or desirable for higher education opportunities in the city with emphasis on the area known as the academic village. The ~~advisory board~~ **commission** shall consider the following **carry out the following purposes**:
- ~~(1) Operation and development of the academic village, including, but not limited to, overall campus issues such as parking, layout and additional buildings;~~
 - ~~(2) Identification and recommendation of ways in which the academic village can benefit all the city, including the downtown area;~~
 - ~~(3) Identification and recommendation of business community needs for higher education programs and educational initiatives; and~~
 - ~~(4) Development of a program for scholarships for junior and senior level students attending higher education programs at the academic village.~~
- (1) Increase access to higher education by promoting and delivering post-secondary educational degree programs in the Kingsport region;
 - (2) Provide oversight on behalf of the City of Kingsport for any and all facilities owned by the City of Kingsport in the Academic Village, subject to terms of the existing leases.
 - (3) Encourage the expansion of higher education, including adult and continuing education, associate, baccalaureate and graduate degrees offered by various public and private participating universities and colleges (the "Institutions") in an effort to ensure a marketable workforce is available for current and potential employers;
 - (4) Coordinate the development and delivery of such higher education programs offered by various educational institutions serving the region within the Academic Village;
 - (5) Serve as a resource and referral center by maintaining and disseminating information on existing educational program and resources;
 - (6) Develop, in coordination with the Tennessee Board of Regents, the University of Tennessee System, and the Tennessee Higher Education Commission, specific goals for higher education in the greater Kingsport area;
 - (7) Have the authority, subject to the limitations contained herein, to administer agreements with Institutions to provide associate, baccalaureate and graduate level degrees, in addition to other education/workforce development programs;
 - (8) Conduct other activities useful or appropriate to the accomplishment of the foregoing purposes or as otherwise permitted by law; and
 - (9) Serve as a resource and liaison between the City of Kingsport School System and access to higher education here in the City of Kingsport
- (b) The ~~advisory board~~ **commission** shall also generally act as a clearinghouse for opportunities, concerns, and issues associated with the higher education initiatives in the academic village and facilitate communication and discussion of opportunities and concerns with the city, business, and higher education in the academic village.

- (c) The ~~advisory board~~ **commission** shall have no power or authority to impair the Charter, accreditation, or contract of any institution of higher education in the academic village.

(Ord. No. 6024, § I(405), 10-26-2010)

Sec. 2-441. - Membership; terms; filling vacancy.

- (a) The higher education ~~advisory board~~ **commission** shall be composed of ~~seven~~ **ten** members **referred to as the Board of Directors and shall be** as follows:

- ~~(1) The city manager shall be a non-voting ex officio member;~~
- ~~(2) The president of Northeast State Technical Community College shall be an ex officio member;~~
- ~~(3) One member shall be a president or presidential representative of one of the universities serving as a member of the higher education consortium for the higher education center appointed by the consortium members, and such representative will serve a term of one year and is eligible for reappointment; and~~
- ~~(4) Four members, known as appointive members, shall be appointed from the community representing business and industry by the mayor, with the approval of the board of mayor and aldermen for terms of two years. Every member shall act and serve until his term expires or until a successor is appointed and qualifies.~~

- (1) Voting Directors. There shall be seven (7) voting directors as follows:**

- (i) The Mayor of the City of Kingsport shall be an ex-officio member of the Board;**
- (ii) The President of Northeast State Community College (the "NESCC President"), or the NESCC President's designee, shall be an ex-officio member of the Board**
- (iii) One member of the Board shall be the President or Presidential representative (known as the "Presidential Director") of one of the Participating Institutions offering academic courses in the Academic Village; and**
- (iv) Four members of the Board (known as "Community Directors") shall be appointed from the Kingsport community by the Mayor of the City of Kingsport and confirmed by the Kingsport Board of Mayor and Aldermen.**

- (2) Non-Voting Directors. There shall be two (2) non-voting directors as follows:**

- (i) The Superintendent of Kingsport City Schools shall be an ex-officio non-voting director.**
- (ii) The Chief Executive Officer of NETWORKS-Sullivan Partnership shall be an ex-officio non-voting director.**

- (b) An appointive member with unauthorized absences from three consecutive meetings or from three regular meetings within a 12-month period shall be deemed to have resigned from the ~~advisory board~~ **commission**. A successor shall be appointed to fill the vacancy as provided in this section.
- (c) If a vacancy occurs on the ~~advisory board~~ **commission** because of death, resignation or inability or refusal of an appointive member to serve, the vacancy shall be filled for the unexpired term of such appointive member by appointment of the mayor, with the approval of the board.
- (d) The commission, at their discretion, may appoint person(s) to serve as a liaison on special topics of consideration.**

(Ord. No. 6024, § I(406), 10-26-2010)

Sec. 2-442. - Compensation.

The members of the ~~advisory board~~ **commission**, by accepting appointment on the ~~advisory board~~ **commission**, shall serve without compensation and shall perform their duties for the benefit of and for the general welfare of the city and its surrounding community.

(Ord. No. 6024, § I(407), 10-26-2010)

Sec. 2-443. - Organization.

After appointment, the members of the ~~advisory board~~ **commission** shall meet in regular session and shall organize themselves by electing from their number a chairperson, vice-chairperson and a secretary. Each person so elected shall hold office for one year or until a successor is elected and qualified.

(Ord. No. 6024, § I(408), 10-26-2010)

Sec. 2-444. - Meetings; records; quorum.

The ~~advisory board~~ **commission** shall meet in regular session at least once each quarter, and the time and place shall be decided by vote of the members. It shall be the duty of the chairperson to preside over all meetings of the ~~advisory board~~ **commission** and, in the absence of the chairperson, the vice-chairperson shall preside. The secretary shall keep a record of all proceedings of the ~~advisory board~~ **commission**. Any meetings, other than a regular meeting, may be called by the chairperson or by any four members of the ~~advisory board~~ **commission** upon 24-hour notice to all members of the board and the public. ~~Five~~ **A majority of the Directors** ~~members being present~~ shall constitute a quorum for any meeting of the ~~advisory board~~ **commission**. All meetings of the commission or any subcommittee shall be held only upon notice, shall be open to the public and shall comply with the requirements set out in Tenn. Code Ann. § 8-44-101, et. seq. as amended from time to time.

(Ord. No. 6024, § I(409), 10-26-2010)

Sec. 2-445. - Subcommittees.

The ~~advisory board~~ **commission** shall, as needed, develop special standing subcommittees. Structure, purpose, tenure and functions of each standing subcommittee shall be determined by the advisory board. Standing subcommittee membership appointments shall be made by the ~~advisory board~~ **commission**. Membership of each standing subcommittee shall include at least one ~~advisory board~~ **commission** member.

(Ord. No. 6024, § I(410), 10-26-2010)

Secs. 2-446—2-473. - Reserved.



Revised 4/20/2021

AGENDA ACTION FORM**Renewing the Award of the Bid for Unleaded Gasoline and Ultra-Low Sulfur Diesel**

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

Action Form No.: AF-114-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolutions

Executive Summary:

Bids were opened on May 16, 2018 for the purchase of Unleaded Gasoline and Ultra-Low Sulfur Diesel for use by the City. 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. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the following fuel purchases for an additional 12 month period with no increase as follows:

Unleaded Gasoline – Mansfield Oil with a markup margin of .0562 above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

Ultra-Low Sulfur Diesel – Petroleum Traders Corporation with a markup margin of .0541 above the daily average rack price per Petro-Scan, Knoxville, TN the day of delivery.

The time frame for these renewals is July 1, 2021 through June 30, 2022.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Funding source appropriate and funds are available: *gm*

Attachments:

1. Resolutions
2. Bid Opening Minutes
3. Recommendation Memo & Renewal Letters

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*

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF UNLEADED GASOLINE FOR USE IN CITY EQUIPMENT AND VEHICLES TO MANSFIELD OIL COMPANY OF GAINESVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 16, 2018, for the purchase of unleaded gasoline for use in city equipment and vehicles; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the city would like to renew the award of bid for the period of July 1, 2021, through June 30, 2022.

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the renewal of the bid for purchase of unleaded gasoline for use in city equipment and vehicles, at cost plus \$.0562 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, by Mansfield Oil Company of Gainesville, is approved and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR
PURCHASE OF ULTRA LOW SULFUR DIESEL FUEL FOR USE
IN CITY EQUIPMENT AND VEHICLES TO PETROLEUM
TRADERS CORPORATION AND AUTHORIZING THE CITY
MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, bids were opened May 16, 2018, for the purchase of ultra-low sulfur diesel fuel for use in city equipment and vehicles; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase on an annual basis in one year increments up to three years provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the city would like to renew the award of bid for the period of July 1, 2021 through June 30, 2022.

WHEREAS, funding is identified in various city and school accounts; and

Now therefore,

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

SECTION I. That the renewal of the bid for purchase of ultra-low sulfur diesel fuel for use in city equipment and vehicles, at cost plus \$.0541 per gallon mark-up margin above the daily average rack price per Petro Scan, Knoxville, Tennessee the day of delivery, by Petroleum Traders Corporation, is approved and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES
BID OPENING
May 16, 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:

UNLEADED GASOLINE			
Item:	Mansfield Oil Co.	RKA Petroleum Co.	Petroleum Traders Corp.
File Federal Tax Refund	Yes	Yes	Yes
Source of Fuel Supply	Knoxville, TN	Valero	Knoxville, TN
Anti-Knock Index	87 Octane	87	87
Mark-Up	\$0.0408	\$2.0784*	.0432

*Transport only, no Tank Wagon pricing available.

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

MINUTES
BID OPENING
May 16, 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:

ULTRA LOW SULFUR DIESEL FUEL		
Vendor:	Unit Cost Mark-Up:	Source of Fuel Supply:
Mansfield Oil Co.	\$0.0671	Knoxville, TN
RKA Petroleum Co.	\$2.2406*	Valero
Petroleum Traders Corp.	\$.0541	Knoxville, TN

*Transport only – no Tank Wagon pricing available.

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: April 8, 2021
Re: Ultra Low Sulfur Diesel and Gas Purchase Recommendation

This will confirm my review and recommendation to award the purchase contract for diesel and gasoline supply and delivery to the following company's since both companies have agreed to hold their pricing structure for the next fiscal year without an increase.

Mansfield Oil Company is recommended for the gasoline supply. Mansfield's service and fuel delivery times have met our expectations in the past and are expected to in the future.

Petroleum Traders is recommended for the diesel supply. Petroleum Traders service and fuel delivery times have met our expectations in the past and are expected to in the future.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.



**PETROLEUM TRADERS
CORPORATION**

7120 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 432-6622

03/26/2021

To Whom It May Concern:

Petroleum Traders Corporation would like to extend our current fuel contract with the City of Kingsport for an additional year. This contract currently expires on 06/30/2021. This agreement would extend this date to 06/30/2022 should both parties be in agreement. The same terms and conditions that were set forth in the 2018 City of Kingsport's Invitation to Bid (attached as Exhibit A) would remain in effect through this extension period.

If the City of Kingsport is in agreement, please sign where indicated below and return to mmoonen@petroleumtraders.com at your earliest convenience. Thank you.

Respectfully,

Gayle Newton

Contract Sales Manager

City of Kingsport's Authorized Personnel Signature

Date

Title

Exhibit A

INVITATION FOR BID

THIS FORM MUST BE COMPLETED AND
SIGNED FOR YOUR BID TO BE CONSIDERED VALID.

Address to: Procurement Manager,
City of Kingsport
225 W Center Street
Kingsport, TN 37660
phone (423) 229-9419 or fax (423) 224-2433

Date Issued: 04/23/18
F.O.B. Kingsport

Total Number of Pages 28

This sealed bid in the original copy, subject to the terms and conditions on the attachment, will be received by the Procurement Manager, until **4:00 P.M.**, Eastern Time, on May 16, 2018, at which time it will be publicly opened at the Council Room, City Hall. IN THE LOWER LEFT CORNER OF YOUR ENVELOPE ADDRESSED TO ABOVE, MARK YOUR ENVELOPE "BID FOR ULTRA LOW SULFUR DIESEL" AND DATE OF THE BID OPENING.

READ TERMS AND CONDITIONS BEFORE COMPLETING THIS FORM

Description

ANNUAL CONTRACT TO FURNISH ULTRA LOW SULFUR DIESEL FUEL AS REQUESTED FOR THE CITY OF KINGSFORT AS PER ATTACHED SPECIFICATIONS.

BIDDERS SHALL QUOTE A MARK-UP FOR THE PRODUCT. MARK-UPS QUOTED FOR ULTRA LOW SULFUR DIESEL FUEL SHALL BE THE DIFFERENCE OFFERED ABOVE (+) OR BELOW (-) THE DAILY AVERAGE "RACK PRICE" PER PETRO-SCAN, KNOXVILLE, TN THE DAY OF DELIVERY. DAILY PETRO-SCAN RACK PRICES ARE AVAILABLE AT THE STATE OF TN CENTRAL PROCUREMENT OFFICE WEBSITE @ www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/fuel-prices.html

MARK-UP SHALL INCLUDE ALL CHARGES ABOVE (+) OR BELOW (-) THE ACTUAL COST OF FUEL. BIDS SHOWING ADDITIONAL CHARGES, I.E., TRANSPORTATION; METERING CHARGES; INSPECTION FEES; SUPERFUND; ETC., SHALL NOT BE CONSIDERED AND SHALL CONSTITUTE CAUSE FOR REJECTION OF BID.

MARK-UP(S) EXCEEDING FOUR (4) DECIMAL PLACES TO THE RIGHT OF THE DECIMAL POINT WILL BE ROUNDED BACK TO THE FOURTH (4TH) PLACE. MARK-UPS WHICH DO NOT INCLUDE A PLUS (+) OR MINUS (-) SHALL BE INTERPRETED AS A (+).

ULTRA LOW SULFUR DIESEL FUEL

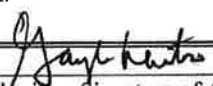
A. QUANTITY – APPROXIMATELY 280,000 GALLONS

B. SOURCE OF FUEL SUPPLY - Knoxville, TN

C. MARK-UP - \$ +.0541

In compliance with this Invitation for Bid and subject to all conditions thereof, the undersigned agrees, if this bid is accepted within 60 days from the date of the opening, to furnish all of the material/service upon which prices are quoted, delivered at the designated point(s) within the time specified.

- (A) Terms: NET
(B) Delivery/Job completion within as per specs days after notification.
(C) Specification/Letter of explanation enclosed: YES (X) NO ()

 Gayle Newton, Contract Sales Manager
Handwritten Signature of Authorized Representative
Petroleum Traders Corporation 5/14/18
Name of Firm Date

THIS FORM MUST BE SIGNED TO BE CONSIDERED COMPLETE

SPECIFICATIONS FOR AN OPEN CONTRACT TO FURNISH
ULTRA LOW SULFUR DIESEL FUEL
FOR THE PERIOD JULY 2018 THROUGH JUNE 2019

BID OPENING: 4:00 P.M., EASTERN TIME
May 16, 2018

1. This is an "INVITATION TO BID" issued by the City of Kingsport for the purchase of ultra low sulfur diesel fuel on a term contract.
2. Any contracts or purchase orders issued for this bid will be governed by State of Tennessee and local regulations.
3. Delivery shall be made in quantities specified by the City of Kingsport.
4. Contracts of purchase shall be awarded to the lowest, responsible bidder meeting specifications for material as deemed in the best interest and advantage of the City of Kingsport.
4. A. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions, and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period..
5. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Acts of 1964, as amended, and all regulations promulgated thereunder.
6. Late bids will not be accepted.
7. Failure of the City of Kingsport to buy any portion of said option will not be grounds for breach of contract or recourse for expenses incurred by the successful bidder to provide such option.
8. Deliveries must be made between 8:00 A.M. and 4:00 P.M., Eastern Time, normal working days unless special arrangements are made with the City of Kingsport prior to delivery.

SPECIFICATIONS.

- A. Bidder is requested to submit a bid for furnishing ultra low sulfur diesel fuel as follows:
- Approximately 280,000 gallons, delivery in approximately 7,500 gallon increments. Delivery to be made within three (3) days after notification by the Procurement Manager or the City's authorized representative.
- B. Delivery of fuel shall be made by metered truck. No delivery will be accepted unless City of Kingsport representative is present at unloading..
- C. Vendor will be responsible for any spillage. If the entity needs to clean or otherwise remedy the results of the spill, the Vendor will be responsible for all costs the entity incurs.
- D. All fuel delivered must meet all requirements of State of TN, Federal and Local government specifications and regulations, presently and during the life of the Agreement.
- E. Bid price must include all permits, inspection fees, transportation charges and demurrage charge. Bidder is requested to show taxes separately..
- F. The quantity of fuel indicated is an estimate only and will be subject to the actual use of the entity.
- G. It is understood and agreed between the parties that if any agreement results from this bid invitation, the City of Kingsport shall be bound hereunder only to the extent of funds available or which hereafter may become available for the purpose of this agreement. It is further understood and agreed between the parties that if any agreement results from this bid invitation, the City of Kingsport shall not be obligated to purchase or pay for commodities covered by this agreement, unless and until, they are ordered and delivered to the City of Kingsport.
- H. Vendor shall submit a monthly invoice. Delivery tickets are to be provided when the fuel is delivered. Delivery tickets will contain type of fuel, gallons delivered, date and signature of individual who received the fuel.
- I. Consideration for award of bid will include the bidder being an established distributor and/or dealer. The entity reserves the right to request the bidder provide information on business history, references, bank and credit references, and similar qualification documents.
- J. The City of Kingsport will be a priority customer and receive first claim on fuel in the event of a fuel shortage.
- K. Fuel will be free from excessive amounts of solid and foreign materials. The City of Kingsport reserves the right to remove samples for laboratory testing. If sample fails to meet contracted specifications, the entity reserves the right to purchase fuel elsewhere. At the request of the City of Kingsport, the Vendor will remove fuel from the tank and pay for any

equipment damages caused by the inferior fuel. Fuel shall meet ASTM standards.

L. Bidder is requested to specify source of diesel fuel supply on returned bid..

M. Fuel Quality:

The low sulfur diesel component of any blend must meet the requirements and test procedures of ASTM D975.

N. BIDDERS SHALL QUOTE A MARK-UP FOR THE PRODUCT.

MARK-UPS QUOTED FOR ULTRA LOW SULFUR DIESEL FUEL SHALL BE THE DIFFERENCE OFFERED ABOVE (+) OR BELOW (-) THE DAILY AVERAGE "RACK PRICE" PER PETRO-SCAN, KNOXVILLE, TN THE DAY OF DELIVERY. DAILY PETRO-SCAN RACK PRICES ARE AVAILABLE AT THE STATE OF TN CENTRAL PROCUREMENT OFFICE WEBSITE @ www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/fuel-prices.html.

BIDS SHOWING ADDITIONAL CHARGES, I.E., TRANSPORTATION; METERING CHARGES; INSPECTION FEES; SUPERFUND; ETC., SHALL NOT BE CONSIDERED AND SHALL CONSTITUTE CAUSE FOR REJECTION OF BID.

MARK-UP(S) EXCEEDING FOUR (4) DECIMAL PLACES TO THE RIGHT OF THE DECIMAL POINT WILL BE ROUNDED BACK TO THE FOURTH (4TH) PLACE. MARK-UPS WHICH DO NOT INCLUDE A PLUS (+) OR MINUS (-) SHALL BE INTERPRETED AS A (+).

COMPLIANCE AFFIDAVIT(S) (TOTAL OF 2 PAGES)

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: Petroleum Traders Corporation

CONFLICT OF INTEREST:

1. No Board Member or officer of the City of Kingsport or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the City of Kingsport has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantee's or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.

DRUG FREE WORKPLACE REQUIREMENTS:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

6. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

7. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and

in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

10. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Kingsport or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

12. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED

BY: _____

Linda Stephens

PRINTED NAME: Linda Stephens

TITLE: Vice President

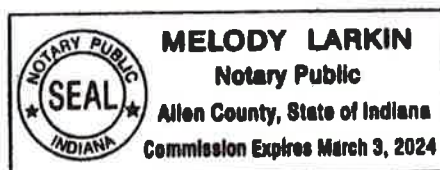
SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: 5/14/18

BY (NOTARY PUBLIC): _____

Melody Larkin

Melody Larkin

MY COMMISSION EXPIRES ON: 3/3/24



TERMS AND CONDITIONS

1. Bids must be submitted on this form only and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Kingsport, TN., delivery to City of Kingsport locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the Procurement Manager to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of receipt of all material covered by the order/contract, whichever is the later date.

Terms and Conditions

Page 2 of 2

11. Charges for boxing or cartage will not be allowed unless previously agreed upon.
12. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
13. Bidder agrees to defend and save City of Kingsport from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
14. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail.
15. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
16. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
17. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
18. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
19. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
20. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

(Return signed form with bid proposal.)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

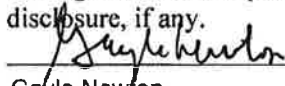
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Petroleum Traders

The Contractor, Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Gayle Newton,

Contract Sales Manager

Signature of Contractor's Authorized Official

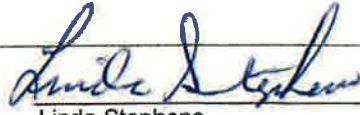
Name and Title of Contractor's Authorized Official

5/14/18

Date

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved
 by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. N/A Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: N/A CFDA Number, if applicable:		
8. Federal Action Number, if known: N/A			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
<div style="display: flex; justify-content: space-between;"> <div style="width: 35%;"> <p>16 Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance may be placed by the law abiding when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> </div> <div style="width: 60%;"> <p>Signature:  Print Name: Linda Stephens Title: Vice President Telephone No.: 800-348-3705 op. 4 Date: 5/14/18</p> </div> </div>					
Federal Use Only:					Authorized for Local Reproduction Standard Form - LLL

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
5. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(10) dated October, 2003) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

(Supplies and Service)

a. Termination for Convenience (General Provision) The City of Kingsport / Kingsport Area Transit Service may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Kingsport / Kingsport Area Transit Service to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Kingsport / Kingsport Area Transit Service, the Contractor will account for the same, and dispose of it in the manner the Kingsport / Kingsport Area Transit Service directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Kingsport / Kingsport Area Transit Service may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Kingsport / Kingsport Area Transit Service that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Kingsport / Kingsport Area Transit Service, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City of Kingsport / Kingsport Area Transit Service in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Kingsport / Kingsport Area Transit Service satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the Kingsport / Kingsport Area Transit Service setting forth the nature of said breach or default, the City of Kingsport / Kingsport Area Transit Service shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Kingsport / Kingsport Area Transit Service from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Kingsport / Kingsport Area Transit Service elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Kingsport / Kingsport Area Transit Service shall not limit the City of Kingsport / Kingsport Area Transit Service's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112;
42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. If it is a transit vehicle manufacturer the bidder certifies that it has complied with the requirements of 49 CFR 26 by submitting an annual DBE goal to the FTA. The goal has either been approved or not disapproved by FTA. The bidder, if a nonmanufacturer supplier hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the requirements of 49 CFR section 26.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Kingsport Area Transit Service deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Kingsport on behalf of Kingsport Area Transit Service (a department of the City of Kingsport). In addition, the contractor may not hold retainage from its subcontractors.
- e. The contractor must promptly notify Kingsport Area Transit Service, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Kingsport Area Transit Service.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Kingsport / Kingsport Area Transit Service s requests which would cause the City of Kingsport / Kingsport Area Transit Service to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Kingsport / Kingsport Area Transit Service. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Kingsport / Kingsport Area Transit Service, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Kingsport / Kingsport Area Transit Service's Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of Transit. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transit shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Kingsport / Kingsport Area Transit Service, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Kingsport / Kingsport Area Transit Service and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Kingsport / Kingsport Area Transit Service is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Kingsport / Kingsport Area Transit Service, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS 46 U.S.C. 1241/46 CFR Part 381

Use of United States-Flag Vessels - The contractor agrees:

- A.** to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B.** to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- C.** to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

48 C.F.R. part 47.4

Fly America Requirements

a) Definitions. As used in this clause "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Prompt Payment to Subcontractors

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has satisfactorily completed its portion of the Work.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment form which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 622, subpart C**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Contractor also agrees to include any applicable requirements in each subcontract, issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

Recovered Materials - The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ADA ACCESS – MATERIALS AND SUPPLIES
42 U.S.C. Chapter 126, Sections 12101 *et seq.*

Contractor shall meet all applicable requirements of the Americans with Disabilities Act of 1990, as amended, in fulfilling this contract.

The contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

*3.23.1

PRODUCT SPECIFICATIONS
SPECIFICATIONS FOR FUSIBLE ULTRA LOW SULFUR DIESEL FUEL -
GRADE 61

EPA Designation: MVNRLM, Motor vehicle diesel fuel, #2D, 15 ppm sulfur motor vehicle diesel fuel

Cancels Previous Issues of Grade 61

<u>PRODUCT PROPERTY</u>	<u>ASTM Test Method</u>	<u>Test Results</u>		<u>Note</u>
		<u>Minimum</u>	<u>Maximum</u>	
Gravity API	D287, D1298, D4052	30		
Flash Point, °F				
Pensky-Martin	D93	130		
Distillation, °F	D86			
50%			Report	
90%		540	640	
End Point			690	
Color ASTM	D1500, D6045		2.5	
Color Visual		Undyed		
Viscosity, cSt @ 40°C (104°F)	D445	1.9	3.4	
Pour Point	D97, D5949, D5950, D5985			2
Cloud Point	D2500, D5771, D5772, D5773			2
Corrosion, 3 hrs. @ 50°C (122°F)	D130		1	
Total Sulfur, ppmwt	D2622, D5453 D7039, other		8	Origin
			15	Delivery
Cetane Number	D613	40		4
Aromatics (Volume %)	D1319		31.7	
or Aromatics by Cetane Index	D976	40		
Ash, wt. %	D482		0.01	
Carbon Residue: Ramsbottom				
on 10% Bottom	D524		0.35	
BS&W, vol. %	D2709			
	or equivalent		< 0.05	
Thermal stability, 90 minutes				
150°C Pad rating,				
DuPont scale			7	
OR				
Oxidation stability, mg/100 ml	D2274		2.5	
Haze rating @ 25°C (77°F)	D4176			
	Procedure 2		2	
Nace Corrosion	TM0172-2001	B+ (Origin)		



March 24, 2021

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

Ms. Eichmann:

Mansfield Oil Company of Gainesville, Inc. would like to extend the current contract for another term to supply and delivery fuel to the City of Kingsport, TN.

According to the bid documents the current quoted pricing structure will remain the same for the extended contract period of 07/01/21 – 06/30/2022.

If you have any questions please do not hesitate to contact me.

Best Regards,

Dan Luther

Dan Luther (Mar 24, 2021 11:57 EDT)

Dan Luther,
VP, Government Sales
mocabids@mansfieldoil.com






City of Kingsport, TN Renewal Letter

Final Audit Report

2021-03-24

Created:	2021-03-24
By:	Anita Sweet (asweet@mansfieldoil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPT0lleznGYw3mTpOP7wVOQtpsuo2LDev

"City of Kingsport, TN Renewal Letter" History

-  Document created by Anita Sweet (asweet@mansfieldoil.com)
2021-03-24 - 3:09:12 PM GMT- IP address: 97.80.149.245
-  Document emailed to Dan Luther (dluther@mansfieldoil.com) for signature
2021-03-24 - 3:09:44 PM GMT
-  Email viewed by Dan Luther (dluther@mansfieldoil.com)
2021-03-24 - 3:57:15 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Dan Luther (dluther@mansfieldoil.com)
Signature Date: 2021-03-24 - 3:57:38 PM GMT - Time Source: server- IP address: 216.196.161.81
-  Agreement completed.
2021-03-24 - 3:57:38 PM GMT



AGENDA ACTION FORM

Renewing the Award of the Bid for Propane and Propane Conversion Kits

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

Action Form No.: AF-115-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds, S. Hightower

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of Propane which includes propane conversion kits for use by the City. 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. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the propane & propane conversion kits with Blossman Gas at \$.28 per gallon mark-up margin above the daily average rack price for Martin, TN per Lexington, SC the day of delivery.

The time frame for this renewal is July 1, 2021 through June 30, 2022.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Attachments:

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

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2020 TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 23, 2018, bids were opened for propane auto gas and propane conversion kits on an as needed basis for use by all city departments and schools; and

WHEREAS, the bid for propane was awarded at a cost of \$0.28 per gallon mark-up margin above the daily average price, Martin, Tennessee, per Lexington, South Carolina; and

WHEREAS, the specifications contained in the invitation to bid included a renewal option clause which enables the city to award the purchase provided all terms, conditions, and costs are acceptable to both parties; and

WHEREAS, the city would like to renew the award of bid for the period of July 1, 2021, through June 30, 2022, and funding will be provided from various city and schools accounts; and

WHEREAS, the city would like to renew the bid for propane conversion kits from Blossman Gas on an as needed basis for the period of July 1, 2021, through June 30, 2022, for use by Fleet Maintenance; and

WHEREAS, funding will be provided from various city and schools accounts.

Now therefore,

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

SECTION I. That the renewal of the bid for purchase of propane auto gas on an as needed basis for use by all city departments and schools to Blossman Gas is approved, and the city manager is authorized to execute purchase orders for the same.

SECTION II. That the renewal of the bid for purchase of propane conversion kits for the period of July 1, 2021, through June 30, 2022, for use by Fleet Maintenance and funding will be provided from various city and schools accounts to Blossman Gas is approved, and the city manager is authorized to execute purchase orders for the same

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 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING
May 23, 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:

PROPANE			
Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
SOURCE OF FUEL SUPPLY	Lex. S.C.	Martin, TN per Lexington, SC	Apex North Carolina
MARK UP MARGIN FOR PROPANE	\$.25 per gallon	\$.28 per gallon	\$.495
AWARDED VENDOR MUST HAVE THE ABILITY TO SUPPLY EPA CERTIFIED PROPANE CONVERSION KITS FOR AUTOMOTIVE AND SMALL EQUIPMENT APPLICATIONS	Yes	Yes	No
IS THE PROPANE SUPPLIER WILLING TO ASSIST IN THE EXPANSION OF THE CITY OF KINGSPORT'S AUTO-GAS USAGE BY CONTRIBUTING \$ _____ PER ADDITIONAL VEHICLE CONVERTED OR PURCHASED FOR AUTO GAS USE(LIMITED TO PREFERRED SUPPLIERS WHICH ARE PRINZ & ICOM):	\$0.00	Attachment "A" Blossman Gas and Alliance Autogas are strategic partners working together to provide a complete solution for your business needs. Alliance Autogas will provide an \$800.00 discount on the conversion system pricing listed above from July 1, 2018 – June 30, 2019 if you choose Blossman Gas as your sole propane provider during this timeframe. Note: If you were to purchase 25 systems during this fiscal year, then the \$800.00 savings per conversion kit would equate to a total savings of \$20,000.00 for the City of Kingsport. Yes	\$1,000.00 Yes
IS THE PROPANE SUPPLIER WILLING TO PROVIDE PREVENTIVE AND REACTIVE MAINTENANCE TO AUTO-GAS DISPENSING INFRASTRUCTURE?	No	Yes	Yes
IF SO, THERE WOULD BE A MINIMUM OF TWO (2) INSPECTIONS PER YEAR. PRICE PER INSPECTION FOR INFRASTRUCTURE SAFETY & PERFORMANCE INSPECTION		Free	\$0.00
HOURLY LABOR CHARGE FOR ADDITIONAL REPAIRS PER HOUR		Free	\$90.00
MARKUP % FOR NEEDED PARTS AND SUPPLIES FOR INFRASTRUCURE REPAIRS		10%	\$20.00

Items:	Marsh LP Gas	Blossman Gas	Heritage Propane
IS THE PROPANE SUPPLIER ABLE TO SUPPLY & PROVIDE PRICING FOR THE FOLLOWING EPA CERTIFIED CONVERSION SYSTEMS TO BE USED IN THE CITY OF KINGSFORT'S AUTO GAS PROGRAM?	Yes	Yes *See Attachment "A" above.	No We can assist with our contacts to get the best prices possible but would have to mark up if we are the middleman.
CONVERSION SYSTEM PRICING TO INCLUDE TANK:	Cost + Freight	Pricing below is with you all completing the installations.	
COST PER SYSTEM FOR HARD WIRED SYSTEMS (V-8 CHARGER) \$ _____ BRAND _____	Cost	\$4,900.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V6/V8 (F-150, F-250, EXPLORER, ETC) \$ _____ BRAND _____	Cost	\$5,800.00 Prins	
COST PER SYSTEM FOR PLUG AND PLAY V10 (E-450/F4-750) \$ _____ BRAND _____	Cost	\$7,000.00 Prins	

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



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: April 8, 2021
Re: Propane Autogas and Conversion Kit Purchase Recommendation

This memo will confirm my review of the Blossman Gas offering to maintain current propane fuel and propane conversion kit pricing for the upcoming FY21-22 year. I am recommending that Kingsport extend the purchase contract for propane auto gas fuel supply and delivery and propane conversion kits to Blossman Gas.

Blossman Gas service, fuel delivery times and infrastructure support have met our expectations in the past and are expected to in the future.

Should you have any questions on this recommendation, please do not hesitate to contact me.

Thank you.

April 1, 2021

City of Kingsport
Procurement Department
225 W. Center Street
Kingsport, TN

Re: Propane AutoGas Contract

We appreciate being a service provider for the City of Kingsport and your AutoGas Program. We would like to accept the opportunity to renew the current Propane AutoGas Contract with the City of Kingsport. This includes propane and AutoGas Systems.

With the dates of: July 1, 2021 – June 30, 2022

Thank you for this opportunity and please contact us if you have any questions.

Best regards,



Darren McArdle
Blossman Gas



Revised
4/20/21

AGENDA ACTION FORM

Approve Permit for a Carnival to Operate Temporarily at 4540 University Boulevard

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

Action Form No.: AF-118-2021
Work Session: April 19, 2021
First Reading: NA

Final Adoption: April 20, 2021
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

Approve the Resolution.

Executive Summary:

The owner of KGN Promotions LLC has applied to operate a carnival from May 6, 2021 through May 16, 2021 in the parking lot of 4540 University Boulevard (University Square). Per city code, the Board is required to approve a permit for carnivals. The applicant agrees to abide by the Tennessee Pledge Plan for Attractions, Large Venues & Large Community Events. This applicant is the same one that received approval to operate a carnival at the same location in the early fall of 2020. Staff will conduct random site visits to ensure adherence to Covid-19 safety protocol.

Attachments:

1. Resolution
2. Map
3. Application

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A PERMIT TO OPERATE A
CARNIVAL

WHEREAS, the owner of KGN Promotions LLC has applied to operate a carnival to be located at 4540 University Boulevard; and

WHEREAS, the carnival is proposed to be operational from May 6, 2021 through May 16, 2021; and

WHEREAS, the B-3 zone classifies commercial entertainment as a principal use.

Now therefore,

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

SECTION I. That the above referenced carnival permit is approved.

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

ADOPTED this the 20th day of April 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

Angela Marshall, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Carnival Area

UNIVERSITY BLVD

WESTON DR

U.S. HIGHWAY 11N

- Collector
- Expressway
- Interstate
- Local
- Major Arterial
- Minor Arterial
- Private
- Ramp
- Parcels





CARNIVAL PERMIT APPLICATION

Applicant Name Kevin Garth Nicely
First Middle Last Suffix

Home Address 1037 Robertson
st City Kingsport State Tn Zip Code 37660

Business Name KGN Promotions LLC DBA/ Fun Time Family Amusements

Business Owner Garth Nicely

Business Address 1037 Robertson
St City Kingsport State Tn Zip Code 37660

Business Phone 423-817-2263 Business Email
garth0480@yahoo.com

Proposed location for carnival (attach a site plan to this application) :

University Square Shopping Center 4540 Stone Dr. Kingsport Tn 37660

Proposed dates and times of operation:

5/6/21 to 5/16/21 4pm to 1030 pm weekdays , 12 noon to 1030 pm on weekends

Has property owner permission been secured to operate a carnival at this location? ☒ yes ☐ no

Name of property owner: Frizzell Construction Inc Property owner phone: 423-764-5107



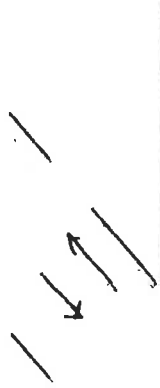
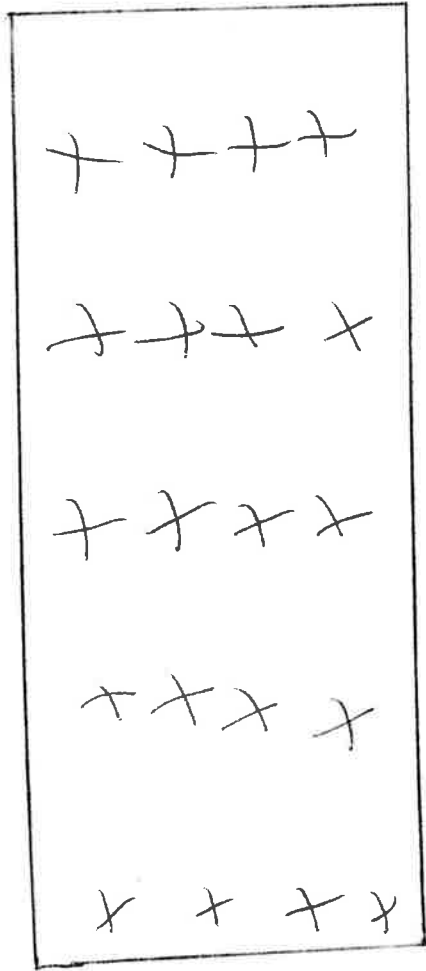
4-20-21

Signature

Date

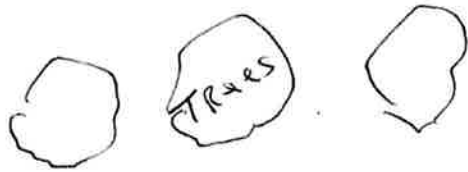
Signed before me, a Notary Public, for the State of Virginia, County of Wise on this the
20 day of April, 20 21.
NOTARY: Victoria E. Darnell My commission expires: 12/31/2021

HOPE
CHURCH



Walgreens

31137



KGN Promotions LLC Covid 19 Procedures 2021

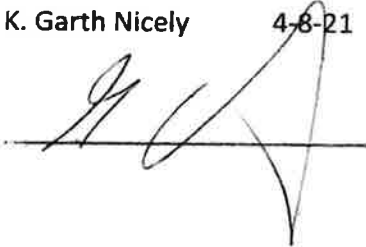
This letter is to State that KGN Promotions will follow all Tennessee State Covid Guidelines to help insure that all of our Patrons and employees have a Safe visit to our Midway. We will follow these guidelines and any additional ones that may arise before or during the event .

We follow all Tennessee State Covid guidelines

- 1- All employees and customers are required to wear mask**
- 2- All employees temperature is taken daily and all customers will have their Temperature taken before entering and will be asked to leave if above acceptable levels**
- 3- All rides will have social distancing lines marked at entrances**
- 4- Only same Family and Friend groups will be seated in the same Car/seat**
- 5- Cars and seats will be sanitized after every ride cycle .**
- 6- We have a full time Sanitizers that sprays/sanitizes the ride fence , portable toilets and general areas .**
- 7- Rides will be spaced out to allow for social distancing and follow State Guidelines on crowd control.**

K. Garth Nicely

4-8-21

A handwritten signature in black ink, appearing to be 'K. Garth Nicely', written over a horizontal line.



AGENDA ACTION FORM

Approve Inclusion of the City in Opioid Litigation Pursuant to Tennessee's Drug Dealer Liability Act Filed by District Attorney General Barry Staibus

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

Action Form No.: AF-119-2021
Work Session: April 19, 2021
First Reading: NA

Final Adoption: April 20, 2021
Staff Work By: Billingsley, McCartt
Presentation By: C. McCartt

Recommendation:

Approve the Resolution

Executive Summary:

Kingsport, as well as other cities and counties in Tennessee, and in surrounding states, has experienced an epidemic related to the distribution and use of opioids by its citizens. This has generated critical issues and problems for the city, including, but not limited to, opioid addiction by some of its citizens, drug overdose deaths, the birth of drug dependent babies, a rise in criminal charges and convictions for the illegal sale and use of opioids as well as other crimes such as burglary, theft, and fraud resulting from the opioid abuse epidemic, and a loss of productivity of the citizens in the workplace, damage and destruction to the family unit, all resulting from the illegal sale, distribution, and use of opioids in the city.

District Attorney General Barry Staibus, as the duly elected District Attorney General for the 2nd Judicial District of the State of Tennessee brought a lawsuit in 2017 through the law firm of Branstetter, Strauch & Jennings, PLLC to recover money for the city under Tennessee's Drug Dealer Liability Act ("DDLA").

The lawsuit is pending in Sullivan County Circuit Court. Recently, the Tennessee Supreme Court found that the District Attorney General Staibus and others cannot bring claims on behalf of the cities within their judicial districts. As such, the trial judge issued an order granting General Staibus and the law firm to contact every county and city involved in the litigation to determine whether a city or county wanted to substitute as named plaintiffs in the DDLA case that is currently pending in Sullivan County. The case is set to be tried by a jury in a matter of weeks.

The attached resolution fully supports the lawsuit, approves the actions taken in the lawsuit thus far on behalf of the city, approves of the lawsuit going forward with the city as the named plaintiff, and retains District Attorney General Barry Staibus and the law firm of Branstetter, Strauch & Jennings, PLLC as counsel in this matter and any other opioid-related lawsuit and authorizes the mayor to execute the Retainer Agreement with the law firm.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE DRUG DEALER LIABILITY ACT LAWSUIT FILED BY DISTRICT ATTORNEY GENERAL BARRY STAUBUS, APPROVING THE ACTIONS TAKEN IN THE LAWSUIT THUS FAR ON THE CITY'S BEHALF; APPROVING THE CITY AS A NAMED PLAINTIFF IN THE LAWSUIT; RETAINING DISTRICT ATTORNEY GENERAL BARRY STAUBUS AND THE LAW FIRM OF BRANSTETTER, STRANCH AND JENNINGS, PLLC AS COUNSEL; APPROVING THE RETAINER AGREEMENT WITH THE LAW FIRM; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

WHEREAS, the board of mayor and aldermen finds that the city, along with other cities and counties in Tennessee and surrounding states, has experience in an epidemic as it relates to the distribution and use of opioids by its citizens; and

WHEREAS, the board finds that such use has generated critical issues and problems for the city, including but not limited to, opioid addiction by its citizens, drug overdose deaths, the birth of drug dependent babies, a rise in criminal charges and convictions for the illegal sale and use of opioids and other crimes resulting from the opioid abuse epidemic including, but not limited to, burglary, theft, and fraud, and the loss of productivity of its citizens in the workplace, damage and destruction to the family unit, all resulting from the illegal sale, distribution and use of opioids in the city; and

WHEREAS, in 2017 District Attorney General Barry Staubus, as the duly elected District Attorney General for the Second Judicial District of the State of Tennessee, filed on behalf of the city, pursuant to the Tennessee's Drug Dealer Liability Act (DDLA), a lawsuit captioned Staubus, et al. v. Purdue Pharma, L.P. et al. Case No. C-41916 in the Circuit Court for Sullivan County at Kingsport to recover money for the city; and

WHEREAS, recently the Tennessee Supreme Court found that District Attorney General Staubus and others could not bring claims on behalf of the cities within their judicial districts; and

WHEREAS, the trial judge issued an order granting District Attorney General Staubus and the law firm representing him to contact every county and city involved in the litigation to determine whether a city or county wanted to substitute as named plaintiffs in the DDLA lawsuit that is currently pending in Sullivan County; and

WHEREAS the city is agreeable to its inclusion in the lawsuit as a named plaintiff in substitution for District Attorney General Staubus.

Now therefore,

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

SECTION I. The foregoing recitals are incorporated into this resolution by reference as findings of fact as if expressly set forth herein.

SECTION II. That the board fully supports the lawsuit pursuant to Tennessee's Drug Dealer Liability Act set out above and approves of the actions taken on its behalf in the lawsuit thus far.

SECTION III. That the board approves the lawsuit going forward with the city as a named plaintiff.

SECTION IV. That the board approves the retention of District Attorney General Barry Staubus and the law firm of Branstetter, Stranch and Jennings, PLLC as counsel for the city and approves the retainer agreement with the law firm, as generally set out herein.

SECTION V. 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, a retainer agreement with the law firm of Branstetter, Stranch and Jennings, PLLC and Barry Staubus, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

RETAINER AGREEMENT

This agreement is made between Branstetter, Stranch & Jennings, PLLC, and Barry Staubus, District Attorney for the 2nd Judicial District, hereafter referred to as "Attorneys," and the City of Kingsport, Tennessee. The terms of our representation are as follows:

Services to be Rendered:

The legal services to be provided under this agreement are as follows:

1. Representation in a lawsuit relating to the opioid crisis in Tennessee, filed in Sullivan County and any other opioid-related lawsuits filed on behalf of City of Kingsport, Tennessee.
2. Attorneys will make best efforts in the representation and shall adhere to the Tennessee Rules of Professional Conduct in all respects.

Cost of Services:

The costs of services to be provided under this agreement are as follows:

1. Attorneys will advance all litigation costs. Client has no obligation to reimburse attorneys for any costs of litigation, unless successful. Attorneys have the right to petition the court for the reimbursement of any costs associated with the litigation.
2. Attorneys have the right to petition the court, if successful, for attorneys' fees on the basis of fee reversal, fee shifting, or fees pursuant to a common fund. Attorneys will make every effort to avoid a contingency fee situation, but in the case of a lump sum settlement, Attorneys will be entitled to 25% of total recovery plus costs advanced in the litigation. District Attorney Barry Staubus will not take a fee or otherwise be compensated for his time.

Risk of Legal Action:

It is impossible to predict the result of a legal action. Client recognizes that Attorneys cannot guarantee a favorable result in this case.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Acquisition of Property for Kingsport City School System

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

Action Form No.: AF-122-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: R. Trent/D. Frye
 Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

In order to fulfill the Kingsport Board of Education's long range facilities plans, it has requested that the Superintendent of Schools, Dr. Jeffery Moorhouse, take the steps necessary to purchase the vacant property located at 1745 Park Street. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and the property appraised for \$9,800.00. The owner of the property, Barbara Sue Goins, is willing to sell the property to the city for the amount of \$10,780.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #141-7650-870-0715.

Attachments:

1. Resolution
2. Property Location Map

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: *2w*

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1745 PARK STREET; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has the opportunity to purchase the real property located at 1745 Park Street to fulfill the Kingsport Board of Education's long range facility plans; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value, an offer of \$10,780.00 is approved for the purchase of the property located at 1745 Park Street, subject to such conditions as set out in the Purchase Agreement below for use by the city school system.

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, a Purchase Agreement for 1745 Park Street, 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 draft of the agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller' signatures between **BARBARA SUE GOINS**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSFORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement a portion of that real property situate, lying and located at 1745 Park Street, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditaments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) **Amount.** The purchase price to be paid by Buyer to Seller for the Real Property shall be Ten Thousand Nine Hundred Seventy Eight and No/100 Dollars (\$10,978.00) (the "Purchase Price").

(b) **Terms of Payment.** Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or

certified funds payable to Seller on the Closing Date.

3. CLOSING. The closing shall occur on or before June 30, 2021, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Sellers; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Seller in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. FEASIBILITY STUDY AND INSPECTIONS. Each party, in its own discretion, shall determine that the property it is acquiring pursuant to this Agreement is suitable for the use for which it is being obtained. Each party shall each have the right, at its own expense, to conduct an inspection, environmental study or audit, a professional wetland delineation, professional floodplain analysis, grading and soil tests, feasibility and engineering studies, compaction and support studies, and any other inspections and/or tests that such party may deem necessary or advisable (hereinafter collectively the "Study") of the property it is acquiring for a period of sixty (60) days (hereinafter "Feasibility Period") after the Effective Date. The party conducting the Study and its agents, employees, contractors and representatives shall have at all reasonable times right of access to such property and shall be entitled to enter upon the property during the Feasibility Period in order to conduct the Study. Such activities of the Study shall not materially damage the property or unreasonably disrupt the other party's ongoing activity at the property. In the event of damage to or disruption of the property cause by the inspection or the Study, the inspecting party agrees to restore the property to substantially the same condition as existed prior to its access thereto. If as a result of such inspection or Study, the acquiring party determines in its sole and absolute discretion, that the property it is acquiring is unacceptable to that party for any reason whatsoever, such party shall have the unconditional right to terminate this Agreement, provided written notice of such is provided to the other party no later than ten (10) business days after the expiration of the Feasibility Period. If the terminating party provides written notice of cancellation to the other party no later than fifteen (15) business days after the expiration of the Feasibility Period, then this Agreement shall be cancelled, and thereafter neither party shall have any further liabilities, rights or obligations hereunder except those which expressly survive the termination of this Agreement.

8. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

9. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior

to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement

10. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER:	Barbara Sue Goins 1745 Park Street Kingsport, TN 37664
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660

11. PRORATIONS. All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

12. EXPENSES OF SELLER. In closing this transaction, Seller shall be charged with the following:

- (a) The cost of preparation of the special warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

13. EXPENSES OF BUYER. In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

14. TIME IS OF THE ESSENCE. Time is of the essence to the performance of this Agreement.

15. MERGER CLAUSE. All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. POSSESSION. Delivery of possession of the Real Property shall occur at Closing.

17. CAPTIONS. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. ENTIRE AGREEMENT; MODIFICATIONS. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. CONTROLLING LAW; VENUE. This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such

further acts, assignments, transfers, assurances and instruments that may reasonably be required
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day
and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

Situate, lying and being in the 11th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEING Lot No. 12 in Block 4, as shown on map of Highland Park Addition in the town of Kingsport, Tennessee, dated March 7, 1916, drawn by Fox and Peck Engineers, of record in the Register's Office for Sullivan County, at Blountville, Tennessee, in Deed Book 113, at page 427, said Lot fronts 50 feet of Park Street and extends back between parallel lines 136.86 feet to an alley; and being the same property conveyed to Barbara Sue Goins by Quitclaim Deed dated March 6, 2009, of record in the Register's Office for Sullivan County at Blountville, Tennessee in Deed Book 2748C at page 677, to all of which reference is hereby made.

Tax Map 046M; Group D; Parcel 017.00

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 20th day of April, 2021.

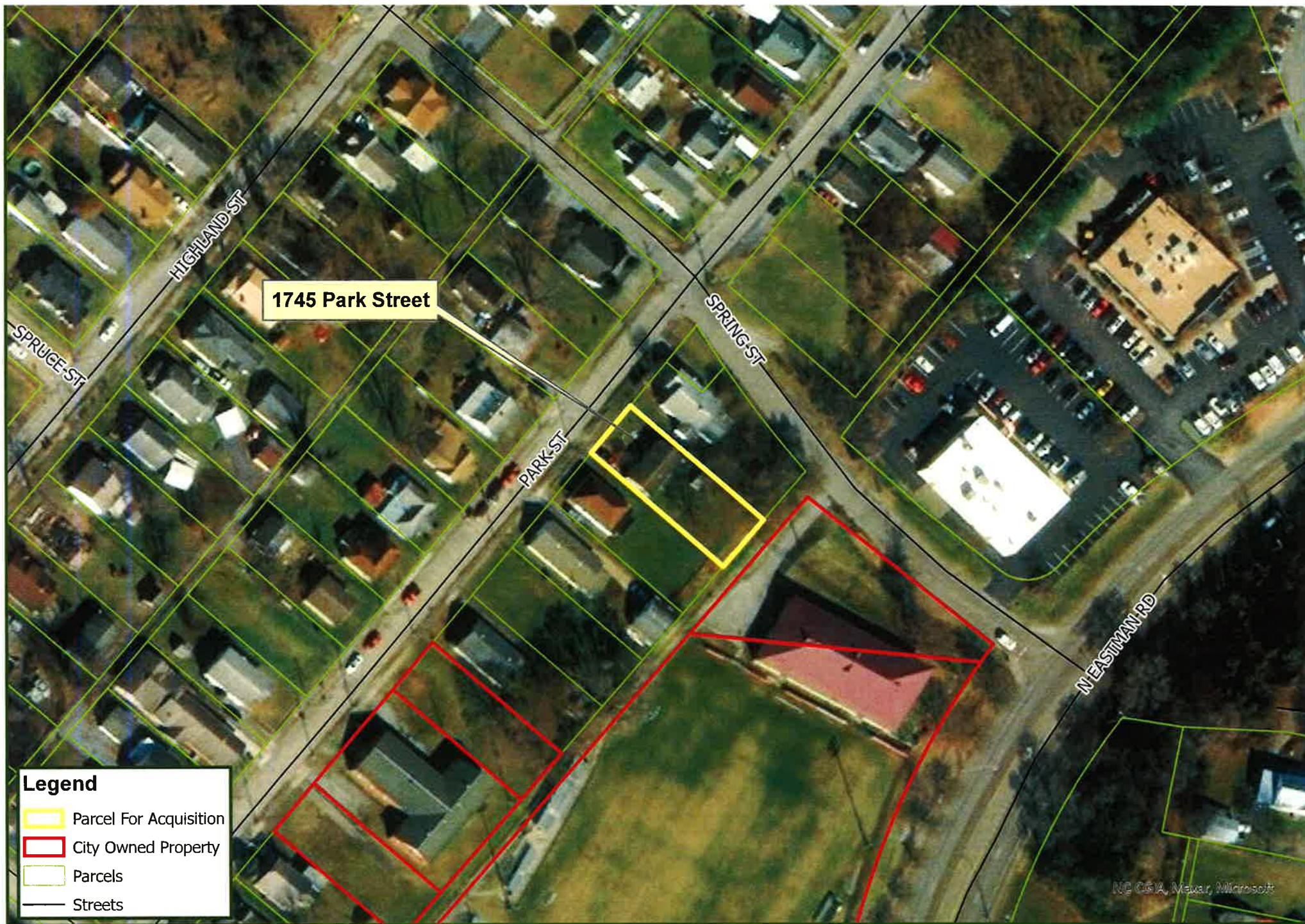
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Prepared by the City of Kingsport
Geographic Information System (G.I.S.)
Date: 04-13-21
Map File Name: 18528wo10817

0 50 100 150 200
Feet





AGENDA ACTION FORM

Authorizing the City of Kingsport to Cooperatively Purchase Hardware Upgrades for the Kingsport Police and Fire Departments for use with Upgraded Software from CentralSquare Technologies

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

Action Form No.: AF-121-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Woomer, Bellamy, Gore, Peters
 Presentation By: C. McCartt

Recommendation:

Approve the Resolution

Executive Summary:

From Action Form No.: AF-321-2020:

The Kingsport Police Department is requiring a computer upgrade to their existing software system from their current provider, CentralSquare Technologies. Carter County, Tennessee has already signed a contract with CentralSquare Technologies and begun the implementation of the software that the Kingsport Police Department requires upgrading. As part of Carter County's contract with CentralSquare Technologies, they requested it be permissible for other governments in Tennessee to cooperatively purchase the same items or services. CentralSquare Technologies, on page 240 of the RFP, responded affirmatively to this request. The Kingsport Police Department requests we continue moving forward via cooperative purchasing with the software upgrade. The quote provided for the upgrade is \$751,601.09, which includes a \$189,193.54 discount if the contract is completed by the end of the current year (2020).

This Action Form, AF-121-2021 is to purchase the hardware detailed in the attached Quote No. 3000082017322.2 from Dell Technologies (Dell Latitude 12 Rugged Tablet Model 7202 tablets, Havis KB-104 - Keyboards, Havis DS-DELL-612-2 Docking stations, and Dell Rugged Tablet Desk Docking Stations) to be used with the CentralSquare software approved by the above Action Form AF-321-2020. The attached quote was developed using pricing via Wilson County Schools Contract # C000000381302. The attached email provides information regarding that contract with Dell Technologies.

Attachments:

1. Resolution
2. Dell Technologies Quote No. 3000082017322.2, and emails From/To Brent Morelock, Mark Woomer, Kevin Fouraker (Dell Technologies), and Michael Miller (Dell Technologies).

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: *2w*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR PURCHASE OF
HARDWARE UPGRADES FOR THE KINGSPORT POLICE AND
FIRE DEPARTMENTS FOR USE WITH THE UPGRADED
CENTRAL SQUARE TECHNOLOGIES SOFTWARE UPGRADES
FROM DELL TECHNOLOGIES

WHEREAS, the city benefits by using cooperative contracts with the confidence that it is receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency; and

WHEREAS, T.C.A. Section 12-3-1203 authorizes in-state “piggyback” contracts whereby local governments in Tennessee may purchase supplies, goods, equipment and services under the same terms as a legal bid initiated by any other city, county, utility district, or other local government unit in Tennessee; and

WHEREAS, the city currently has CentralSquare Technologies software and is now ready for hardware upgrades of Dell Latitude 12 Rugged Tablet Model 7202 tablets, Havis KB-104 - Keyboards, Havis DS-DELL-612-2 Docking stations, and Dell Rugged Tablet Desk Docking Stations, and Wilson County Schools currently has a contract with Dell Technologies that allows other local governments to purchase the equipment; and

WHEREAS, the city would like to purchase 142 Dell Latitude 12 Rugged Tablet Model 7202 tablets, 101 Havis KB-104 - Keyboards, 101 Havis DS-DELL-612-2 Docking stations, and 44 Dell Rugged Tablet Desk Docking Stations from Dell Technologies in the amount of \$370,440.00; and

WHEREAS, funds are available in GP2103 311-0000-601.90-04.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Dell Technologies for the purchase of 142 Dell Latitude 12 Rugged Tablet Model 7202 tablets, 101 Havis KB-104 - Keyboards, 101 Havis DS-DELL-612-2 Docking stations, and 44 Dell Rugged Tablet Desk Docking Stations from Dell Technologies in the amount of \$370,440.00 for use by the Kingsport Police and Fire Departments.

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

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

ADOPTED this the 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000082017322.2	Sales Rep	Corey Kinser
Total	\$370,440.00	Phone	(800) 456-3355, 6180449
Customer #	142729733	Email	Corey_Kinser@Dell.com
Quoted On	Apr. 07, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	May. 07, 2021		CITY OF KINGSPORT
Deal ID	19500671		225 W CTR ST
			KINGSPORT, TN 37660-4265

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Corey Kinser

Shipping Group

Shipping To	Shipping Method
JARED PETERS CITY OF KINGSPORT 200 SHELBY ST STE 200 - IT DEPT KINGSPORT, TN 37660 (423) 229-9311	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Havis DS-DELL-612-2 with Dual Pass-through Antenna - Docking station - VGA, DP - for Dell Latitude 12 Rugged Tablet 7202	\$612.00	101	\$61,812.00
Havis KB-104 - Keyboard - with touchpad, fingerprint scanner - backlit - USB - US	\$370.00	101	\$37,370.00
Dell Latitude 7220	\$1,839.00	142	\$261,138.00
Dell Rugged Tablet Desk Dock	\$230.00	44	\$10,120.00

Subtotal:	\$370,440.00
Shipping:	\$0.00
Non-Taxable Amount:	\$370,440.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$370,440.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

JARED PETERS
CITY OF KINGSPORT
200 SHELBY ST
STE 200 - IT DEPT
KINGSPORT, TN
37660 (423) 229-9311

Shipping Method

Standard Delivery

	Quantity	Subtotal
Havis DS-DELL-612-2 with Dual Pass-through Antenna - Docking station - VGA, DP - for Dell Latitude 12 Rugged Tablet 7202	101	\$61,812.00

Estimated delivery if purchased today:

Jun. 02, 2021

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Havis DS-DELL-612-2 with Dual Pass-through Antenna - Docking station - VGA, DP - for Dell Latitude 12 Rugged Tablet 7202	A9732819	-	101	-

	Quantity	Subtotal
Havis KB-104 - Keyboard - with touchpad, fingerprint scanner - backlit - USB - US	101	\$37,370.00

Estimated delivery if purchased today:

Jun. 02, 2021

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Havis KB-104 - Keyboard - with touchpad, fingerprint scanner - backlit - USB - US	AA801106	-	101	-

	Quantity	Subtotal
Dell Latitude 7220	142	\$261,138.00

Estimated delivery if purchased today:

May. 20, 2021

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	142	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W)	379-BDQV	-	142	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	142	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	142	-
Intel Core i5-8365U with u-blox NEO-M8 GPS card 8GB Memory	338-BTPT	-	142	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	142	-
8GB 2133MHz LPDDR3 Memory	370-AFCZ	-	142	-
M.2 256GB SED OPAL 2.0 PCIe NVMe Class 40 Solid State Drive	400-BGWR	-	142	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	142	-
Intel Wi-Fi AX200 Driver with Bluetooth	555-BFIW	-	142	-
Intel AX200 Wireless Card Rugged	555-BFJX	-	142	-
DW5821E Snapdragon X20 4G/LTE Wireless WAN card for Verizon (Windows 10)	556-BCDY	-	142	-

Dell WWAN Bracket Bar for Rugged	575-BCBR	-	142	-
2-cell 34Wh) Lithium Ion Primary Battery	451-BCCD	-	142	-
90 Watt AC Adapter	450-AELY	-	142	-
No Security Software	650-AAJS	-	142	-
No Media	620-AAOH	-	142	-
US Power Cord	537-BBBL	-	142	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	142	-
2-cell (34Wh) Lithium Ion Secondary Battery	451-BCCM	-	142	-
Custom Configuration	817-BBBB	-	142	-
System Regulatory Label	389-DRXP	-	142	-
Regulatory Label (WWAN)	389-DRXR	-	142	-
Windows 10 Additional Software	658-BEPO	-	142	-
Shipping Material, Shuttle	340-AQMD	-	142	-
Directship Info Mod	340-CKTD	-	142	-
No Option Included	340-ACQQ	-	142	-
ENERGY STAR Qualified	387-BBNJ	-	142	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	142	-
WLAN/WWAN Chassis with NFC	321-BEVT	-	142	-
Connector for I/O Expansion	750-ABNN	-	142	-
No Serial Port	470-ADYL	-	142	-
No Option Included	340-ACQQ	-	142	-
Full Security Options (FPR, Contacted SC, Contactless SC)	461-AAHE	-	142	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	804-0512	-	142	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	142	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	142	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	142	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-7015	-	142	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-7016	-	142	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-7038	-	142	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	142	-
No Accidental Damage Selected	981-4619	-	142	-

Dell Rugged Tablet Desk Dock

Estimated delivery if purchased today:

May. 07, 2021

Contract # C000000381302

Customer Agreement # Wilson County Schools

Description	SKU	Unit Price	Quantity	Subtotal
Desktop Dock for the Latitude 12 Rugged Tablet	470-ABNJ	-	44	-

	Quantity	Subtotal
\$230.00	44	\$10,120.00

Subtotal:	\$370,440.00
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total: \$370,440.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Woomer, Mark

To: Morelock, Brent
Subject: RE: Dell Contract With State of Tennessee

From: Morelock, Brent <BrentMorelock@KingsportTN.gov>
Sent: Friday, April 9, 2021 12:54 PM
To: Woomer, Mark <MarkWoomer@KingsportTN.gov>
Subject: RE: Dell Contract With State of Tennessee

Ok, it will need to go the BMA for approval since it's over \$50,000. The action form needs to reference the contract name, number and amount of purchase. Whoever does the action form also needs to include the quote from Dell.

Thanks,

Brent

Brent Morelock, CPPO, CPPB
Procurement Manager
City of Kingsport
P: 423-229-9315
brentmorelock@kingsporttn.gov



From: Woomer, Mark
Sent: Friday, April 09, 2021 12:51 PM
To: Morelock, Brent <BrentMorelock@KingsportTN.gov>
Subject: FW: Dell Contract With State of Tennessee

Brent,

I received this (chart below, file attached) from Dell regarding that Dell quote with the Wilson County school reference.

-MarkW

From: Fouraker, Kevin <Kevin.Fouraker@dell.com>
Sent: Friday, April 9, 2021 12:41 PM
To: Woomer, Mark <MarkWoomer@KingsportTN.gov>; Miller, Michael <Michael.Miller2@Dell.com>; Miller, Michael <Michael.Miller2@Dell.com>
Subject: RE: Dell Contract With State of Tennessee

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dell Customer Communication - Confidential

Contracting Entity/Customer Name	Wilson County Board of Education
Name of Customer Contract Contact	Mickey Hall
Dell/EMC Contracting Entity Name	Dell Marketing, L.P. (DELL)
SFDC Opportunity ID	12993775
Dell Contract Code	51AHO
Customer Contract Code	N/A
Contract Manager (negotiator)	Amanda Hudson
Contract Program Manager (post-sales)	Katherine Dunay
Relation to Another Agreement	Replaces CC# 13ABX
Term	5 Years, through March 28, 2020
Renewals	Additional 5 year renewal option available (Term= 1, 5 year period), available on the anniversary of the Effective Date (3/28/2019)
Contract Scope (specific products, services, etc.)	Dell Products (Chromebooks, Monitors, E5470, Docks, related Services, etc.) *Includes leasing*
Authorized End Users	Wilson County Board of Education, County Schools, other Public customers in the state of Tennessee (state and local, municipal, etc.)
Pricing/Discounts	Fixed Price for Special Configs & DOL See Exhibit A- Special Pricing Structure for Fixed Configurations and Special Pricing Structure for Catalog Offers Discount Structure
Payment Terms	Net 30
Shipping	Standard Free Shipping
Warranty	Standard Dell Warranty
Reporting Requirements	Quarterly, w/in 30 days after the end of Dell's Fiscal Quarter Standard Public Contracts Purchase History Report



AGENDA ACTION FORM

Ratify Mayor Shull's Signature on Amendment to Contract with the Tennessee Arts Commission.

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

Action Form No.: AF-68-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Hannah Powell
 Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

Seeking to ratify mayor's signature on amendment to the 2020-2021 Partnership Support Grant from the Tennessee Arts Commission.

This amendment to the contract is in acknowledgement of the continued service to community through the arts provided by the Office of Cultural Arts during the yearlong COVID-19 pandemic. The City of Kingsport Office of Cultural Arts will receive a FY2021 Spring State Supplement in the amount of \$6000.00. This will increase the current FY2021 award from \$20200.00 to \$26200.00.

FY2021 Spring State supplement:

- Is a one-time, non-recurring supplement,
- is non-matching (does not require a match),
- may be applied toward allowable expenses for services provided July 1, 2020 – June 30, 2021,
- is an acknowledgement of the continued service to community through the arts provided by your organization during the yearlong COVID-19 pandemic, and
- recognizes that the arts can improve—not merely reflect—broader economic conditions state and local levels and are an agile and resilient sector with the capacity to ignite job growth, reduce economic risk through diversification, stimulate commerce and attract tourism.

Attachments:

1. Resolution
2. Addendum

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON ALL DOCUMENTS NECESSARY AND PROPER TO AMEND THE PARTNERSHIP SUPPORT GRANT FROM THE TENNESSEE ARTS COMMISSION

WHEREAS, the city previously applied for a Partnership Support Grant through the Tennessee Arts Commission and received funds in the amount of \$20,200.00 for the Cultural Arts department; and

WHEREAS, the Tennessee Arts Commission would like to amend the Partnership Support Grant to add additional funds in the amount of \$6,000.00 in acknowledgement of the continued service to community through the arts provided by the Office of Cultural Arts during the yearlong COVID-19 pandemic; and

WHEREAS, the amendment required the full execution by the city of the amendment by April 15, 2021, and this resolution will ratify the mayor's signature on amendment to the 2020-2021 Partnership Support Grant from the Tennessee Arts Commission; and

WHEREAS, this amendment brings the total amount of the grant to \$26,200.00, and requires no matching funds.

Now therefore,

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

SECTION I. That the amendment to the 2020-2021 Partnership Support Grant from the Tennessee Arts Commission submitted on April 15, 2021, is ratified, including the execution of the same by Patrick W. Shull, said agreement being as follows:

**AMENDMENT ONE
OF GRANT CONTRACT 31625-10524**

WHEREAS, on March 12, 2020, Governor Bill Lee issued Executive Order No. 14 to facilitate treatment and containment of COVID-19 and specified that "vulnerable populations should stay home where possible and avoid large gatherings or locations where they are more likely to contract the virus," and

WHEREAS, in support of public health efforts to contain the virus, Tennessee's arts and culture nonprofits are voluntarily restricting in-person programming during the yearlong COVID-19 pandemic resulting in significant revenue reductions, and

WHEREAS, despite restricted in-person programming, arts and cultural organization continued to serve their communities through the arts with varied virtual activities and socially distanced community initiatives, and

WHEREAS, the Tennessee Arts Commission recognizes that the arts can improve—not merely reflect— broader economic conditions at the state and local levels and are an agile and resilient sector with the capacity to ignite job growth, reduce economic risk through diversification, stimulate commerce and attract tourism.

WHEREAS, one-hundred and three (103) nonprofit organizations identified as a key component of Tennessee's arts and culture infrastructure receive operating support in adjudicated grant categories from the Tennessee Arts Commission; and

WHEREAS, the Tennessee Arts Commission is authorized by the Central Procurement Office under Delegated Grant Authority 65643 to determine grant award funding for adjudicated grant categories based on staff recommendations reflecting merit rankings of Advisory Panels and the anticipated available funds for grant purposes; and

WHEREAS, the Tennessee Arts Commission voted on March 9, 2021 to reallocate unobligated grant funds, resulting from consistent sales of specialty license plates, grant cancellations and other factors, as a FY2021 Spring State Supplement for these 103 key arts and culture nonprofits; and WHEREAS, the source of the unobligated grant funds is from one-time *non-recurring* funds and this highly unusual one-time supplement is unlikely to be repeated in future years; NOW THEREFORE, this Grant Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the "State" and City of Kingsport Office of Cultural Arts, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-Six Thousand Two Hundred (\$26,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.
Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.
[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized and directed to execute in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport all other documents necessary and proper and to take such acts as necessary to effectuate the purpose of the amendment or this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement 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 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:


ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



GRANT AMENDMENT

Agency Tracking # 31625-10524	Edison ID	Contract # Pursuant to DG 65643	Amendment # 1		
Contractor Legal Entity Name City of Kingsport Office of Cultural Arts			Edison Vendor ID 1562		
Amendment Purpose & Effect(s) To add funds COVID-19 Pandemic					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$6,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	\$22,200.00	\$4,000.00			\$26,200.00
TOTAL:	\$22,200.00	\$4,000.00			\$26,200.00
<div> <div> Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  </div> <div> CPO USE </div> </div>					
Speed Chart (optional) 3162522000, 3162528000		Account Code (optional) 71302000			

**AMENDMENT ONE
OF GRANT CONTRACT 31625-10524**

WHEREAS, on March 12, 2020, Governor Bill Lee issued Executive Order No. 14 to facilitate treatment and containment of COVID-19 and specified that “vulnerable populations should stay home where possible and avoid large gatherings or locations where they are more likely to contract the virus,” and

WHEREAS, in support of public health efforts to contain the virus, Tennessee’s arts and culture nonprofits are voluntarily restricting in-person programming during the yearlong COVID-19 pandemic resulting in significant revenue reductions, and

WHEREAS, despite restricted in-person programming, arts and cultural organization continued to serve their communities through the arts with varied virtual activities and socially distanced community initiatives, and

WHEREAS, the Tennessee Arts Commission recognizes that the arts can improve—not merely reflect—broader economic conditions at the state and local levels and are an agile and resilient sector with the capacity to ignite job growth, reduce economic risk through diversification, stimulate commerce and attract tourism.

WHEREAS, one-hundred and three (103) nonprofit organizations identified as a key component of Tennessee’s arts and culture infrastructure receive operating support in adjudicated grant categories from the Tennessee Arts Commission; and

WHEREAS, the Tennessee Arts Commission is authorized by the Central Procurement Office under Delegated Grant Authority 65643 to determine grant award funding for adjudicated grant categories based on staff recommendations reflecting merit rankings of Advisory Panels and the anticipated available funds for grant purposes; and

WHEREAS, the Tennessee Arts Commission voted on March 9, 2021 to reallocate unobligated grant funds, resulting from consistent sales of specialty license plates, grant cancellations and other factors, as a FY2021 Spring State Supplement for these 103 key arts and culture nonprofits; and

WHEREAS, the source of the unobligated grant funds is from one-time *non-recurring* funds and this highly unusual one-time supplement is unlikely to be repeated in future years;

NOW THEREFORE, this Grant Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Arts Commission, hereinafter referred to as the “State” and City of Kingsport Office of Cultural Arts, hereinafter referred to as the “Grantee.” It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-Six Thousand Two Hundred (\$26,200.00) (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

City of Kingsport Office of Cultural Arts:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE ARTS COMMISSION:

ANNE B. POPE, EXECUTIVE DIRECTOR

DATE

GRANT BUDGET				
Arts Program Categorical Grants - Partnership Support (PS)				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: July 1, 2020		END: June 30, 2021		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$26,200.00	0.00	\$26,200.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	0.00	\$0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	\$0.00	0.00	\$0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	\$0.00	0.00	\$0.00
20	Capital Purchase ²	\$0.00	0.00	\$0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	\$16,200.00	\$16,200.00
25	GRAND TOTAL	\$26,200.00	\$16,200.00	\$42,400.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional fees as detailed in application narrative	\$26,200.00
TOTAL	\$26,200.00



AGENDA ACTION FORM

Bays Mountain Park Association to Host 50th Anniversary Events

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

Action Form No.: AF-116-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Michael Borders/Rob Cole
 Presentation By: M. Borders/R. Cole

Recommendation:

Approve the Resolution

Executive Summary:

Bays Mountain Park & Planetarium is preparing to celebrate its 50th anniversary this year, with the active celebration period running from April through the end of October. The Bays Mountain Park Commission recommends the Board of Mayor and Alderman permit the Bays Mountain Park Association to host events at the park as part of the celebration. These events will also serve to raise funds for the benefit and support of the park.

During the 50th anniversary celebration there will be many events dedicated to the celebration of the park's anniversary. Some of these efforts will be conducted within the confines of the Park's normal programming (nature programs, planetarium shows, barge rides) with revenues collected and deposited in accordance with the normal scope and course of operations.

The Bays Mountain Park Association wishes to conduct additional special events as part of the celebration. Fees for these BMPA events will be charged on a different basis than those already set by the Board of Mayor and Aldermen. It is the BMPA's goal to provide unique opportunities to visitors as part of the 50th anniversary celebration while generating financial support for the park and planetarium.

If approved, revenues from these special events will be collected by the BMPA instead of the City of Kingsport. Consistent with the BMPA's standard practice, any excess funds generated by these special events will be deposited in the appropriate City of Kingsport account and will then be available for use by the Bays Mountain Park Commission for various park needs ranging from land acquisition to support of park improvements and more.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE BAYS MOUNTAIN PARK ASSOCIATION TO HOST SPECIAL EVENTS AS PART OF THE 50TH ANNIVERSARY CELEBRATION FOR BAYS MOUNTAIN PARK AND PLANETARIUM; TO ALLOW THE ASSOCIATION TO SET FEES FOR EVENTS HOSTED IN CONJUNCTION WITH THE 50TH ANNIVERSARY CELEBRATION WHICH DIFFER FROM THOSE PREVIOUSLY ESTABLISHED BY THE BOARD OF MAYOR AND ALDERMAN AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, Bays Mountain Park and Planetarium will celebrate its 50th anniversary this year; and

WHEREAS, from April through October there will be events to commemorate the park's 50th anniversary; and

WHEREAS, the Bays Mountain Park Association, a 501(c)(3) not for profit entity, whose mission is to support the park and planetarium desires to host activities and events on the grounds of the park as part of the 50th anniversary celebration; and

WHEREAS, in order to host events suitable to celebrate such a significant milestone and in an effort to raise funds which will support the park and planetarium in the coming years, the BMPA desires to set fees for these events which would fall outside the fee schedule established by the Board of Mayor and Alderman; and

WHEREAS, these fees would cover the cost of the events and any funds which remained would go to the Bays Mountain Park Commission where the funds will be used for the support and maintenance of the park; and

WHEREAS, the Bays Mountain Park Commission has considered the BMPA's request and has recommended that it be approved by the board as beneficial to the park which in turn will benefit the health, comfort, and prosperity of the citizens of Kingsport.

Now therefore,

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

SECTION I. That the Bays Mountain Park Association is allowed to host events on the grounds of the park to celebrate the 50th anniversary of Bays Mountain Park and Planetarium.

SECTION II. That the Association is allowed to set fees for those events which it hosts as part of the 50th anniversary celebration and those fees may differ from the fees set by the board as they relate to use of or activities held at the park and planetarium.

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 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Renewing the Proposal for Concession Food Service Distributor for the Kingsport Aquatic Center to The H.T. Hackney Company

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

Action Form No.: AF-117-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Committee
 Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

Proposals were opened on April 26, 2017, for a Concession Food Service Distributor at the Kingsport Aquatic Center. Proposals were solicited by publicly advertising in the Kingsport Times News on April 12, 2017 and by posting the solicitation on our website for 15 calendar days. Initial proposal terms awarded the contract for (1) year with a renewal option of (1) year increments.

Staff is proposing to the city to renew concession vendors, H.T. Hackney Company for a period of one (1) year for the concession stand at the Kingsport Aquatic Center. This vendor has provided service to the city within the terms of their contract over the past period, and it is staff's recommendation to renew the contract for another one (1) year period for various concessions items & equipment at the Kingsport Aquatic Center.

Concession items will be ordered on an as needed basis by the city. The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in (1) one year increments providing all terms, conditions, and costs are acceptable to both parties. The city reserves the right to re-bid at the end of any contract period.

Funding is identified in account # 41950225073190

It is staff's recommendation that the city accept the food service vendor as proposed.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *pm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE
KINGSPORT AQUATIC CENTER CONCESSION FOOD
SERVICE DISTRIBUTOR CONTRACT WITH H.T. HACKNEY
COMPANY

WHEREAS, on May 15, 2017, the board approved contracts with H.T. Hackney Company as the Concession Food Service Distributor at the Kingsport Aquatic Center; and

WHEREAS, the contracts with H.T. Hackney Company for concession food service distribution at the Kingsport Aquatic Center were for a period of one (1) year, with a renewal option on an annual basis in (1) one year increments up to three (3) additional years; and

WHEREAS, staff recommends renewing the agreement for the period of one year; and

WHEREAS, concession items will be ordered on an as needed basis, and funding is identified in account # 41950225073190.

Now therefore,

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

SECTION I. That the renewal of the contracts with H.T. Hackney Company as the Kingsport Aquatic Center concession food service distributor for a period of one year, is approved, and the city manager is authorized to execute purchase order for the same.

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

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

ADOPTED this the 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Contract Amendment with the Tennessee Department of Transportation on behalf of the Kingsport MTPO for Federal Planning Fund Modifications

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

Action Form No.: AF-112-2021
 Work Session: April 19, 2021
 First Reading: NA

Final Adoption: April 20, 2021
 Staff Work By: Lesley Phillips/Susan Doran
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Each year the Kingsport Metropolitan Transportation Planning Organization (MTPO) receives an allocation of funds from the Federal Highway Administration to carry out transportation planning activities. The funds are provided incrementally (annually), but originate through a 3-year contract with the Tennessee Department of Transportation and the City and are managed by the Staff of the Kingsport MTPO. TDOT is now issuing funds for FY '21 through a contract amendment. Staff recommends that the funding contract amendment be approved by the BMA.

Attachments:

1. Resolution
2. Contract

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT TWO TO GRANT CONTRACT Z19MPO007 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE KINGSPORT METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

WHEREAS, in November 2018, the city approved grant contract Z19MPO007 with the State of Tennessee for the Kingsport Metropolitan Transportation Planning Organization (MTPO) which is responsible for transportation planning activities in the Kingsport urban area; and

WHEREAS, MTPO's annual operating expenses are funded primarily by the Federal Highway Administration (FHWA), with additional dollars from the Federal Transit Administration (FTA), with matching funds also provided by the Tennessee Department of Transportation and the city; and

WHEREAS, Amendment Two allows for additional funds for the contract for FY 21 and additional funds available in FY22; and

WHEREAS, the local match has been approved in the FY21 budget.

Now therefore,

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

SECTION I. That Amendment Two of Grant Contract Z19MPO007 with the Tennessee Department of Transportation for both federal and state MTPO funds 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, Amendment One of Grant Contract Z19MPO007 with the Tennessee Department of Transportation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment or this resolution, said amendment being as follows:

AMENDMENT TWO
OF GRANT CONTRACT Z19MPO007

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed One Million Eighty-Two Thousand Seven Hundred Eighty-One Dollars and Eighty Cents (\$1,082,781.80) (Maximum Liability). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment

Two attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 1, 2021. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

[Acknowledgements and Attachments 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 set out herein that do not substantially alter the material provisions of the contract, 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 20th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



GRANT AMENDMENT

Agency Tracking # 40100-02519	Edison ID 59110	Contract # Z19MPO007	Amendment # 2		
Contractor Legal Entity Name City of Kingsport			Edison Vendor ID 1562		
Amendment Purpose & Effect(s) To add Consolidated Planning Grant funds					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$274,381.70		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	6,884.00	531,406.00			538,290.00
2020	5,585.70	264,524.40			270,110.10
2021	6,009.70	268,372.00			274,381.70
TOTAL:	\$18,479.40	\$1,064,302.40			\$1,082,781.80
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
1Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE Z19 MPO 007		
Speed Chart (optional)	Account Code (optional) 71302000				

**AMENDMENT TWO
OF GRANT CONTRACT Z19MPO007**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed One Million Eighty-Two Thousand Seven Hundred Eighty-One Dollars and Eighty Cents (\$1,082,781.80) (Maximum Liability). The Grant Budget, attached and incorporated as Attachment Two is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 1, 2021. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF KINGSFORT

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY (above)

DEPARTMENT OF TRANSPORTATION

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

GRANT BUDGET				
Additional Identification Information as Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: October 1, 2018 END: September 30, 2021				
POLICY 03 Object Line- Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	773,101.80	170,176.20	943,278.00
4, 15	Professional Fee, Grant & Award ²	226,400.00	56,600.00	283,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	35,600.00	8,900.00	44,500.00
11, 12	Travel, Conferences & Meetings	41,840.00	10,460.00	52,300.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	1,120.00	280.00	1,400.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	4,720.00	1,180.00	5,900.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,082,781.80	\$247,596.20	\$1,330,378.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Long-Range Plan - Consultant Assistance	\$280,000.00
Annual Accounting and Auditing	\$3,000.00
TOTAL	\$283,000.00

OTHER NON-PERSONNEL	AMOUNT
Advertising and Publications	\$2,600.00
Small Plotter	\$1,000.00
Computer	\$1,500.00
Dues and Memberships	\$800.00
TOTAL	\$5,900.00