



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, April 5, 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

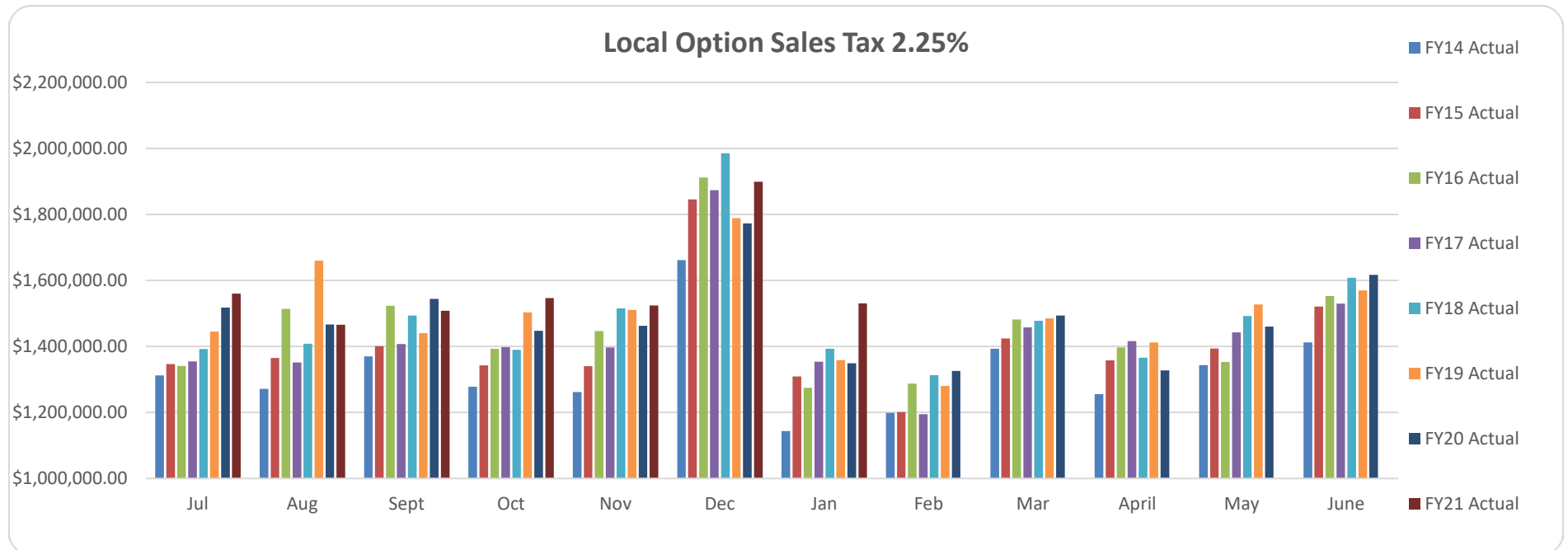
1. Call to Order
2. Roll Call
3. A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.
4. Neighborhood Commission Update – Jamie Jackson
5. Aerospace Park Update – Gene Cossey
6. Review of Items on April 6, 2021 Business Meeting Agenda
7. Adjourn

Next Work Session April 19: Bays Mtn. Park

Local Option Sales Tax 2.25%

January 2021

	FY15 Actual	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY21 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	\$1,356,500.00	\$203,532.54	15.00%	\$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	\$1,369,800.00	\$96,334.09	7.03%	(\$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	\$1,330,000.00	\$178,122.79	13.39%	(\$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	\$1,330,100.00	\$216,457.57	16.27%	\$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	\$1,397,600.00	\$126,885.85	9.08%	\$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	\$1,734,000.00	\$164,886.33	9.51%	\$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	\$1,522,000.00	\$8,774.86	0.58%	\$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		\$1,438,000.00				
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		\$1,622,000.00				
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		\$1,564,500.00				
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		\$1,632,400.00				
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		\$1,703,100.00				
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	\$11,034,994.03	\$18,000,000.00	\$994,994.03	10.12%	\$475,703.10	4.59%



City of Kingsport

April 6, 2021

Project Status in Pictures

1 Stone Drive Sidewalks

The current project work includes retaining walls and construction of pedestrian islands.

3 Lynn View Playground

Crews have installed the majority of the playground pieces installed.

2 Waterline Improvements - Branch St.

Sidewalks along Branch Street are being repaired after new waterline installation occurred.

4 Waterline Improvements - Patton Ave

Crews are working to install new waterlines on Patton Ave near Fort Robinson Drive.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$6,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	6/1/2021	BMA Approved Additional Services contract with consultant for NEPA
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	5/5/2021	Pumps have arrived on site. Coating in wetwell almost complete. Cumby continues to look for FM leaks.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig still working to prepare NEPA document.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	Waiting on NEPA approval from TDOT
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$2,225,522.00	Ryan McReynolds	City Hall Relocation - Phase 2	Renovations of floors 1 & 2 for the consolidation of City offices to one location at 415 Broad Street.	4/21/2021	Asphalt paving of new handicap spaces is being done.
\$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 has started sidewalk replacement on Branch Street. Crews are installing line on Lilac Street this week.
\$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	
\$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 concrete pedestrian islands and associated work in the vicinity of the Gibson Mill Road 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	Preconstruction meeting was held on 3/23/2021. Notice to Proceed date is 3/29/2021.
\$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	Spoden Wilson expected to submit contract documents for review during the week of March 15th.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, April 6, 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 Scott Young, Temple Baptist Church

III.A. ROLL CALL

III.B. A determination by the board that meeting electronically with limited physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus.

IV.A. RECOGNITIONS & PRESENTATIONS

1. Proclamation – Sexual Assault Awareness Month (Mayor Shull)
2. Dobyns-Bennett High School Wrestling Team (Vice Mayor George)

IV.B. APPOINTMENTS

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

V. APPROVAL OF MINUTES

1. Work Session – March 15, 2021
2. Business Meeting – March 16, 2021
3. Joint BMA/BOE Work Session – March 23, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

- Revised 4-5-2021
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)
 - Public Hearing
 - Resolution – Annexation
 - Ordinance – Zoning – First Reading
 - Resolution – Plan of Services

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Prohibit Smoking on the Grounds of City Playgrounds (AF: 94-2021) (Michael Borders)
 - Ordinance – Second Reading and Final Adoption
2. Amend the FY 2021 Schools Federal Projects Fund Budget (AF: 92-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
3. Amend the FY 2021 School Special Projects Fund Budget (AF: 93-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption

4. Amend the FY 2021 General Purpose School Fund Budget (AF: 90-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
5. Amend the FY 2021 General Projects Fund Budget (AF: 91-2021) (David Frye)
 - Ordinance – Second Reading and Final Adoption
6. Amend the Water Project Fund (AF: 88-2021) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Purchase of Chromebooks from Trafera, LLC. Computers for 6th and 9th Grade Students in the Kingsport City School System (AF: 62- 2021) (David Frye, Tony Robinson)
 - Resolution
2. Enter into a Professional Agreement with Barge Design Solutions for the Scott Adams Skatepark (AF:100-2021) (Michael Borders)
 - Resolution
3. Renewing the Award of the Bid for the Purchase of Copier Paper (AF:101-2021) (Chris McCartt)
 - Resolution
4. Awarding the Bid for the Purchase of one (1) Asphalt Compaction Roller (AF:102-2021) (Ryan McReynolds, Steve Hightower)
 - Resolution
5. Renewing the Award of the Bid for School Crossing Guard Services (AF:103-2021) (Dale Phipps)
 - Resolution
6. Approve Installation of Tennessee Music Pathway Posts with Signage (AF:109-2021) (Jessica Harmon)
 - Resolution
7. Awarding the Bid for the Purchase of Four (4) Cutaway Style Mini-Bus 18 Passenger (AF:110-2021) (Chris McCartt, Steve Hightower)
 - Resolution
8. Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Gibson Springs Phase 3 Development (AF:108-2021) (Ryan McReynolds)
 - Resolution
9. Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Gibson Springs Phase 2 Development (AF:107-2021) (Ryan McReynolds)
 - Resolution

10. Equipment Rental for Landfill Closure (AF: 87-2021) (Ryan McReynolds)
 - Resolution
11. Award of Bid to American Environmental, LLC for the Kingsport Demolition Landfill Phase 1 Area 2 Closure Project (AF:96-2021) (Ryan McReynolds)
 - Resolution
12. Purchase Water Meters for Advanced Metering Infrastructure (AMI) Upgrade (AF:97-2021) (Ryan McReynolds)
 - Resolution
13. Amend Agreement with Cartegraph Systems, LLC (AF:105-2021) (Ryan McReynolds)
 - Resolution

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

VII. CONSENT AGENDA

1. Contract Renewal with CareHere as the Provider of Health, Wellness and Occupational Medicine Clinic Services for City of Kingsport (AF:98-2021) (George DeCroes)
 - Resolution
2. Amend the 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)
 - Resolution
3. Acquisition of Property for Stormwater Utility (AF:76-2021) (Ryan McReynolds)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN



AGENDA ACTION FORM

Appointment to the Kingsport Housing and Redevelopment Authority

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

Action Form No.: AF-104-2021
 Work Session: April 5, 2021
 First Reading: N/A

Final Adoption: April 6, 2021
 Staff Work By: Mayor Shull
 Presentation By: Mayor Shull

Recommendation:

Approve appointment.

Executive Summary:

It is recommended to reappoint Esther Rodolphe to the Kingsport Housing and Redevelopment Authority (KHRA). If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms are five years with no term limits. The board is comprised of (5) members who reside within the KHRA jurisdiction.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Larry Estepp	4/30/24	2	KHRA Jurisdiction
Linda Calvert	2/28/25	5	KHRA Jurisdiction
Esther Rodolphe	3/31/21	1	KHRA Jurisdiction
Seth Jervis	2/28/22	1	KHRA Jurisdiction
Tony Jennings	2/28/23	4	KHRA Jurisdiction

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Larry Estepp	4/30/24	2	KHRA Jurisdiction
Linda Calvert	2/28/25	5	KHRA Jurisdiction
Esther Rodolphe	3/31/24	2	KHRA Jurisdiction
Seth Jervis	2/28/22	1	KHRA Jurisdiction
Tony Jennings	2/28/23	4	KHRA Jurisdiction

Attachments:

None

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

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, March 15, 2021, 4:30 PM
Council Room – City Hall

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

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Dale Phipps, Interim Chief of Police
Scott Boyd, Fire Chief
George DeCroes, Human Resources Manager (via zoom)
Bart Rowlett, Assistant City Attorney
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.
2. **ROLL CALL:** Deputy City Recorder Marshall. Absent: Alderman James Phillips and Alderman Tommy Olterman.
3. A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.
Mayor Shull made this declaration and each alderman verbally affirmed.
4. **CAREHERE ANNUAL REVIEW.** George DeCroes and Ernie Clevenger provided information on this item and answered questions.
5. **BOONE LAKE.** Val Kosmider from the Boone Lake Association presented their request for assistance in purchasing equipment to clean the lake. Some discussion followed.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, March 15, 2021

6. BRICKYARD RFP UPDATE. John Rose gave details on this item and moving forward with the project.

7. REVIEW OF AGENDA ITEMS ON THE MARCH 16, 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.B.2 Amend FY21 Schools Federal Projects Fund Budget (AF: 92-2021). David Frye from Kingsport City Schools provided informations on this item and the following three items. Dr. Jeff Moorhouse also provided further details. Discussion ensued.

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

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

VI.B.5 Amend FY21 General Projects Fund Budget (AF: 91-2021).

VI.D.4 Bid Award for 2021 Contracted Paving Area 35B - Eastern Star to Summers-Taylor, Inc. (AF: 55-2021). Deputy City Manager McReynolds explained how paving projects are a combination of both in-house and contracted out, noting this one is contracted.

8. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:45 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, March 16, 2021, 7:00 PM
Large Court Room – City Hall

PRESENT: Board of Mayor and Aldermen
Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Jennifer Adler Alderman Darrell Duncan
Alderman Betsy Cooper Alderman James Phillips

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

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

III.A. **ROLL CALL:** By Deputy City Recorder Winkle. Absent: Alderman Tommy Olterman and Alderman James Phillips

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

IV.A. **RECOGNITIONS AND PRESENTATIONS.** None.

IV.B. **APPOINTMENTS.**

Motion/Second: George/Duncan, to approve:

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

Approve:

APPOINTMENT OF HIRAM RASH TO THE **CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS** EFFECTIVE IMMEDIATELY AND EXPIRING ON FEBRUARY 28, 2024.

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

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V. APPROVAL OF MINUTES.

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

- A. March 1, 2021 Regular Work Session
- B. March 1, 2021 Strategic Planning Session
- B. March 2, 2021 Regular Business Meeting

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

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

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

Motion/Second: Duncan/George, to pass:

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 first reading in a roll call vote (5-0): Adler, Cooper, Duncan, George and Shull voting “aye.”

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

Motion/Second: Adler/Cooper, to pass:

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

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

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

Motion/Second: George/Duncan, to pass:

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

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

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

Motion/Second: George/Duncan, to pass:

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

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

Motion/Second: Duncan/George, to pass:

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

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

Motion/Second: George/Adler, to pass:

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

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

Motion/Second: George/Duncan, to pass:

ORDINANCE NO. 6923, AN ORDINANCE TO VACATE A SECTION OF PUBLIC RIGHT-OF-WAY LOCATED OFF OF NORTH EASTMAN ROAD SITUATED IN THE CITY OF KINGSFORT, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 6924, AN ORDINANCE TO AMEND THE FY 2020-21 GENERAL PURPOSE SCHOOL FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

Motion/Second: Cooper/George, to pass:

ORDINANCE NO. 6925, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2021; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Renew Bid Award for the Purchase of Water and Wastewater Chemicals (AF: 84-2021) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-171, A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF CHLORINE TO JCI JONES CHEMICAL; FOR COAGULANT TO G20 TECHNOLOGIES; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO GULBRANDSEN MANUFACTURING, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; AND FOR HYDROFLUOROSILIC ACID TO UNIVAR USA; SODIUM PERMANGANATE TO SHANNON CHEMICAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

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

2. Appalachian Resources Commission Grant and Enter into An Agreement with Washington County, TN to Extend Sewer Service to Valleybrook Farms (AF: 85-2021) (Ryan McReynolds).

Motion/Second: George/Cooper, to pass:

Resolution No. 2021-172, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN APPALACHIAN REGIONAL COMMISSION GRANT FOR THE VALLEYBROOK FACILITY SEWER EXTENSION PROJECT AND APPROVING AN AGREEMENT WITH

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WASHINGTON COUNTY FOR THIS EXTENSION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

3. Approve Artist Agreements on the City-Owned Underpass along the Greenbelt (AF: 86-2021) (Michael Borders).

Motion/Second: Duncan/Adler, to pass:

Resolution No. 2021-173, A RESOLUTION APPROVING ARTISTS AGREEMENT WITH VARIOUS LOCAL ARTISTS FOR MURALS ALONG THE GREENBELT AT THE EASTMAN ROAD AND CLINCHFIELD ROAD UNDERPASSES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

4. Amend Agreement with Tennessee Department of Transportation (TDOT) for the Main Street Redevelopment Project (AF: 89-2021) (Ryan McReynolds).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2021-174, A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 160028 WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET REDEVELOPMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

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

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

Motion/Second: George/Adler, to adopt:

1. Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) (AF: 79-2021) (Dale Phipps).

Pass:

Resolution No. 2021-175, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

2. Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in Their Law Enforcement Liaison (LEL) Program (AF: 80-2021) (Dale Phipps).

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Pass:

Resolution No. 2021-176, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

3. Execute Signature Authorization Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office’s FY22 Coordinator Grant (AF: 81-2021) (Dale Phipps).

Pass:

Resolution No. 2021-177, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR’S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

4. Execute Signature Authorization Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office’s FY22 Grant (AF: 82-2021) (Dale Phipps).

Pass:

Resolution No. 2021-178, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR’S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. McCartt pointed out it has been a year since the first zoom business meeting. He commented on the conservative budget and significant votes taken since then. He expressed his appreciation to staff and the thanked the BMA for their support.
- B. MAYOR AND BOARD MEMBERS.** Alderman Adler commented on the power of partnership, noting that PEAK would be partnering with the Easter Bunny this year. She also highlighted the youth leadership programs. Alderman Cooper discussed her passion for kids and talked about the Isaiah 1:17 House. She also commented on the vote tonight regarding no smoking on playgrounds. Alderman

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Duncan talked about what the city was facing last May and how we were able to rebound, stating his appreciation to the city manager and staff. He also pointed out vaccines would be opening up at many locations. Vice-Mayor George commented on Arbor Day at John Adams Elementary, noting this is the 35th year Kingsport has been a tree city. She pointed out next week was trash week for larger items and had Deputy City Manager McReynolds provide details. Lastly she wished speedy recovery to Alderman Olterman noting he has been missed. Mayor Shull commented on the sales tax revenue and the importance of supporting local businesses.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:02 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Joint Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Board of Education, Kingsport City Schools
Tuesday, March 23, 2021, 4:30 PM
Tennessee Room – Kingsport City Schools Administration

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull
Vice-Mayor Colette George
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman James Phillips

Board of Education

President Jim Welch
Vice-President Julie Byers (via zoom)
Tim Dean
Todd Golden
Eric Hyche

ABSENT: Alderman Jennifer Adler and Alderman Tommy Olterman

1. CALL TO ORDER

A determination by the board that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety and welfare of all concerned in light of the COVID-19 virus.

President Welch made this declaration and each board member verbally affirmed. Mayor Shull also made this declaration and each alderman verbally affirmed.

2. CAPITAL BUDGET

Superintendent Dr. Jeff Moorhouse opened the meeting with a historical recap that began with a facilities study from 2013. He then summarized the ten year capital plan to maintaining existing facilities and the bonds needed to complete all projects, including the acquisition and refurbishing of Sullivan North High School. There was considerable discussion from all board members.

3. ADJOURNMENT. The meeting was adjourned at 6:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Public Hearing to Annex and Adopt a Plan of Service for the Flagship Drive Annexation and Consideration of an Ordinance to Amend Zoning

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:

- Hold public hearing
- Approve resolution for the Flagship Drive Annexation
- Approve ordinance amending the Zoning Ordinance for the Flagship Drive Annexation
- Approve resolution adopting a Plan of Services for the annexation area

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

Funding source appropriate and funds are available: *jm*

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

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

NOTICE OF PUBLIC HEARING

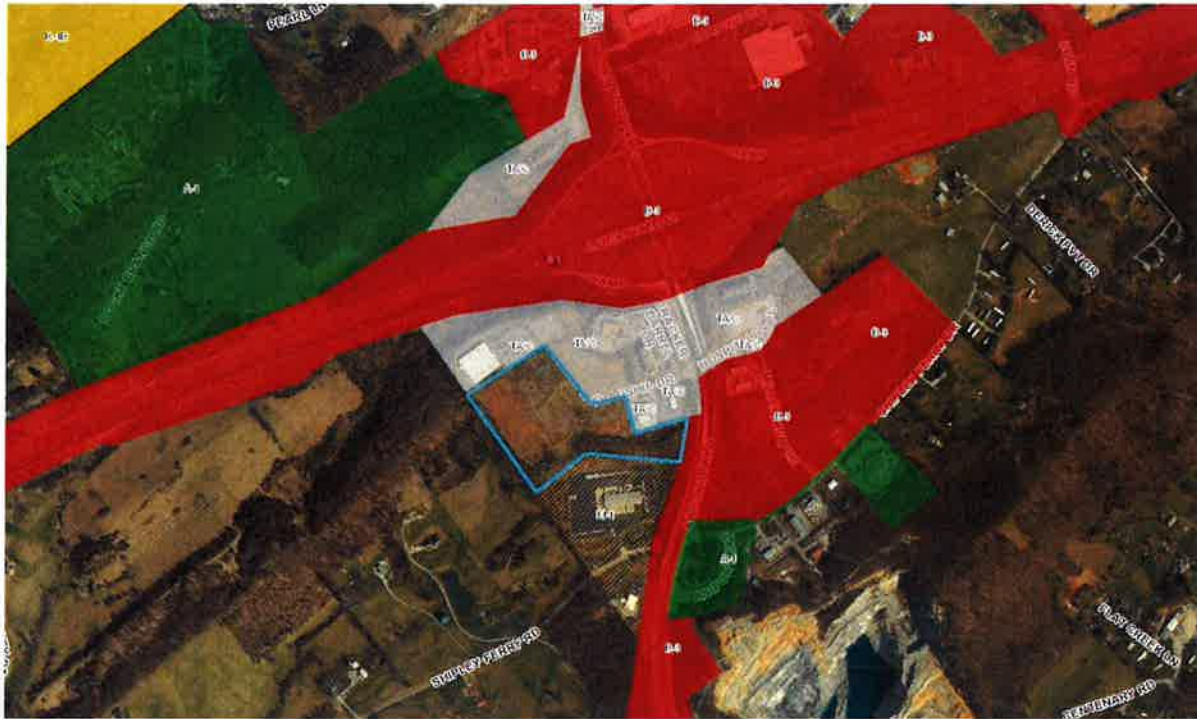
NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on April 6, 2021 to consider the annexation, plan of services and rezoning for the property defined as Sullivan County Tax Map 078 Parcel 078.00. The property is proposed to be rezoned from County M-1 to City B-3 Highway Oriented Business District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation and rezoning is generally 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.

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

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



CITY OF KINGSPORT
Angie Marshall, Deputy City Clerk
PIT: 3/20/2021

RESOLUTION NO. _____

A RESOLUTION TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 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 KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 6th day of April 2021, and notice thereof published in the Kingsport Times-News on the 20th day of March 2021; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

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

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

WHEREAS, a plan of services for this area was adopted by resolution on the 6th day of April 2021, as required by *Tenn. Code Ann.* § 6-51-102, *et seq.*

Now, therefore,

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

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51102 *et seq.* and upon written consent signed by the property owners in the affected territory submitted to the city there is hereby annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 07 of Sullivan County, Tennessee, and more fully described to-wit:

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 PARI< (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. 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 6th day of April, 2021.

PATRICK W. SHULL, Mayor ATTEST:

Angela, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

ORDINANCE NO. _____

PRE-FILED
CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG 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 _____

RESOLUTION NO. ____

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

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

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

WHEREAS, a plan of services for the proposed Flagship Drive annexation was submitted to the Kingsport Regional Planning Commission on March 18, 2021, for its consideration and a written report; and

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

WHEREAS, a public hearing was held April 6, 2021; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of fifteen (15) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on March 20, 2021; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7th Civil District of Sullivan County, Tennessee, commonly known as the Flagship Drive Annexation, said area being bounded and further 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 PARI< (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.

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

Now, therefore,

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

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

Flagship Drive Plan of Services

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and

approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.

- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.

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

3. Water

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant has been the recipient of the EPA Partnership for Safe Drinking Water award for nine consecutive years.
- D. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key

members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. Electricity

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

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer serves the annexation site. At properties where sewer services must be extended, the upgrades will be complete within five (5) years of the effective date of the annexation.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements, and the Wastewater Treatment Plant is the recipient of multiple operations excellence awards.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. Solid Waste Disposal

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

7. Public Road/Street Construction & Repair

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

Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

9. Street Lighting

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

10. Zoning Services

- A. The area will be zoned B-3 (Highway Oriented Business District).

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

11. Schools

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

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

12. Traffic Control

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

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the

time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

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

15. Storm Sewers

Maintenance of existing storm sewer systems within the public ROW is provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

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

17. Litter Control

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

18. Graffiti Control

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

19. Other Services

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

SECTION II. 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 6th day of April, 2021.

ATTEST:

PATRICK W. SHULL, Mayor

Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Kingsport Regional Planning Commission
Annexation Report

File Number 21-301-00001

Property Information	Flagship Drive Annexation		
Address	Near 1053 Flagship Drive		
Tax Map, Group, Parcel	078 078.00		
Civil District	07 th		
Overlay District	n/a		
Land Use Plan Designation	Industrial		
Acres	16.893acs +/-		
Existing Use	Vacant	Existing Zoning	County M-1
Proposed Use	Retail	Proposed Zoning	B-3
Owner Information		Owner Information	
Name: Jonathan & Leslie Pierce Address: PO Box 266 City: Kingsport State: TN Zip Code: 37663 Email: pierceetal@msn.com Phone Number: 423-323-8121			
Planning Department Recommendation			
<p>RECOMMENDATION: APPROVAL to recommend the Annexation, Zoning, and Plan of Services to the BMA</p> <p>The Kingsport Planning Division recommends approval for the following reasons:</p> <ul style="list-style-type: none"> • <i>The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the affected territory.</i> • <i>The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the area.</i> • <i>Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.</i> • <i>It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.</i> <p>Staff Field Notes and General Comments: This is a property owner-requested annexation. The annexation is being requested as part of a larger-scale plan to dedicate the private portions of Flagship Drive to the City of Kingsport. The owners believe that making Flagship Drive a public roadway and annexing this portion of adjoining land will facilitate buildout of the property.</p>			
Planner:	Elizabeth Rowe	Date:	March 1, 2021
Planning Commission Action		Meeting Date:	March 18, 2021
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

File Number 21-301-00001

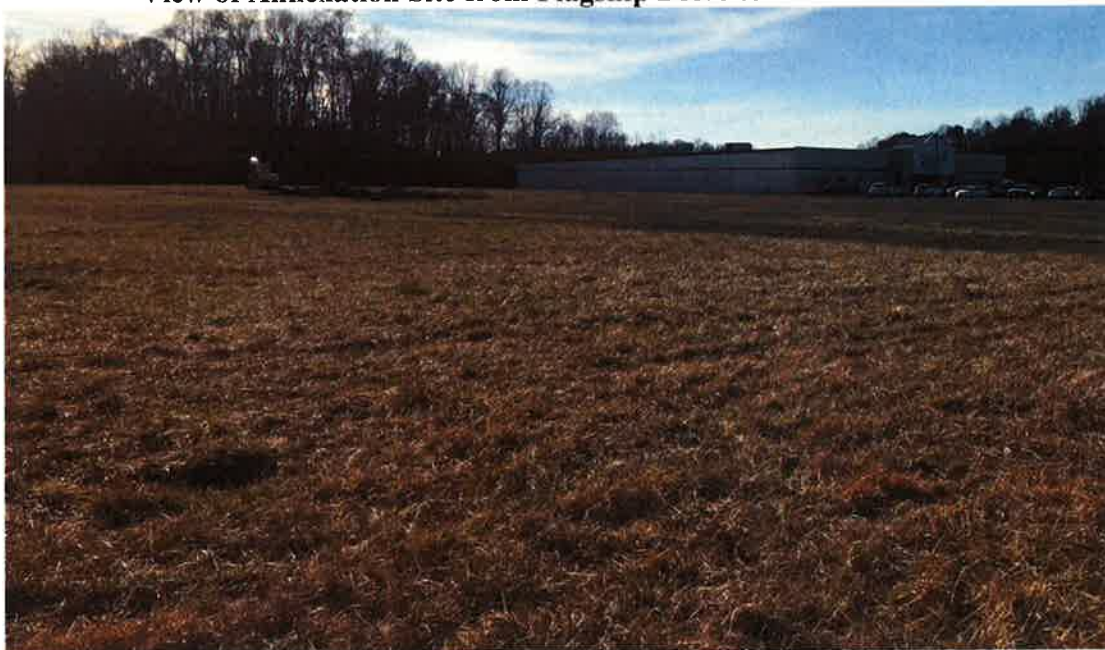
Future Land Use Map



**View of Annexation Site from Flagship Drive:
Left side to be annexed, right side already inside the City Limits.**



View of Annexation Site from Flagship Drive toward Hamrick's



View of Annexation Site from Hamrick's Vicinity



View of Annexation Site from Flagship Drive



Water/Sewer Lines Existing



Kingsport Regional Planning Commission
Annexation Report

File Number 21-301-00001

Cost

Flagship Drive

Cost Estimate/ tax records as of March 2021

Revenues	One Time	Reoccurring (annual)	
Property Taxes		\$6819.42	\$827,600 appraisal
State Shared		0	\$100.00 x 0 residents
Stormwater		TBD @ buildout	
Water & Sewer Rev (loss) *		H2O & Sewer: TBD @ buildout	5,000 gallon/month avg (rate reductions)
Total	\$0	\$6819.42	

Expenses	One Time	Recurring (Annual)
Operating Budget		
Police & Fire Service	0.00	0.00
Transit Service	0.00	0.00
Street Lighting	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	\$1001.84
Subtotal	0.00	0.00
Capital Budget		
Water	0.00	0.00
Sewer		0.00
Streets	0.00	\$1255.85
Subtotal		0.00
Grand Total		\$2257.69

Google Earth Aerial



CONCLUSION

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

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport already provides services to the properties in this area.*
- *Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*



AGENDA ACTION FORM

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.



AGENDA ACTION FORM

Prohibit Smoking on the Grounds of City Playgrounds

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

Action Form No.: AF-94-2021
 Work Session: March 15, 2021
 First Reading: March 16, 2021

Final Adoption: April 6, 2021
 Staff Work By: Kitty Frazier
 Presentation By: Michael Borders

Recommendation:

Approve the Ordinance.

Executive Summary:

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

Attachments:

1. Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE ADDING A SECTION TO PROHIBIT SMOKING ON THE GROUNDS OF A PLAYGROUND; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. Pursuant to the authority vested by Tennessee Code Annotated section 39-17-1551(e), Chapter 62, Article VII of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding an appropriately numbered section, to conform to the numbering system used in the Code, as follows:

Sec.

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

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

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY City Attorney

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



AGENDA ACTION FORM

Amend the FY 2021 Schools Federal Projects Fund Budget

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

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

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

Recommendation:
 Approve the Ordinance.

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

- Attachments:**
1. Ordinance
 2. BOE Budget Amendment Number Two – FY 2021

Funding source appropriate and funds are available: *PM*

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

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

ORDINANCE NO. ****

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

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

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:

March 9, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

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

ITEM TWO: CARES ACT FUNDING

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

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

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

ITEM FOUR: JOHNSON PLAYGROUND DONATION

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

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

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

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

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

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

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

ITEM EIGHT: D-B EXCEL TRANSFER

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

FEDERAL PROJECTS FUND

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

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

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

SCHOOL SPECIAL PROJECTS FUND

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

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

CAPITAL PROJECTS FUND

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

School Improvements – GP1715

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

Overlook Road Improvements – GP1736

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

Dobyys-Bennett Track Upgrades – GP1739

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

School Facility Maintenance Improvements – GP1801

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

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

Education Facility Maintenance – GP2002

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

Robinson Re-Roofing – GP2021

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

Dobyns-Bennett Science and Technology Center – GP1620

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

John Sevier (Jackson) Renovations – GP21**

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

Dobyns-Bennett Renovations – GP21**

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

Future School Capital Projects – GP1737

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

Sullivan North Renovations – GP1733

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

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

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

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

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

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

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

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



AGENDA ACTION FORM

Amend the FY 2021 School Special Projects Fund Budget

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

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

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

Recommendation:

Approve the Ordinance.

Executive Summary:

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

Attachments:

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

Funding source appropriate and funds are available: *JM*

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

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

ORDINANCE NO. ****

PRE-FILED
CITY RECORDER

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

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

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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

March 9, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

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

ITEM TWO: CARES ACT FUNDING

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

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

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

ITEM FOUR: JOHNSON PLAYGROUND DONATION

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

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

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

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

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

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

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

ITEM EIGHT: D-B EXCEL TRANSFER

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

FEDERAL PROJECTS FUND

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

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

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

SCHOOL SPECIAL PROJECTS FUND

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

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

CAPITAL PROJECTS FUND

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

School Improvements – GP1715

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

Overlook Road Improvements – GP1736

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

Dobyys-Bennett Track Upgrades – GP1739

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

School Facility Maintenance Improvements – GP1801

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

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

Education Facility Maintenance – GP2002

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

Robinson Re-Roofing – GP2021

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

Dobyns-Bennett Science and Technology Center – GP1620

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

John Sevier (Jackson) Renovations – GP21**

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

Dobyns-Bennett Renovations – GP21**

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

Future School Capital Projects – GP1737

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

Sullivan North Renovations – GP1733

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

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

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

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

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

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

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

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



AGENDA ACTION FORM

Amend the FY 2021 General Purpose School Fund Budget

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

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

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

Recommendation:

Approve the Ordinance.

Executive Summary:

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

Attachments:

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PURPOSE
SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

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

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

Fund 141: General Purpose School Fund

Revenues:

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

Expenditures:

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

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

ATTEST: PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

March 9, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

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

ITEM TWO: CARES ACT FUNDING

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

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

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

ITEM FOUR: JOHNSON PLAYGROUND DONATION

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

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

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

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

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

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

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

ITEM EIGHT: D-B EXCEL TRANSFER

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

FEDERAL PROJECTS FUND

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

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

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

SCHOOL SPECIAL PROJECTS FUND

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

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

CAPITAL PROJECTS FUND

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

School Improvements – GP1715

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

Overlook Road Improvements – GP1736

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

Dobyns-Bennett Track Upgrades – GP1739

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

School Facility Maintenance Improvements – GP1801

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

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

Education Facility Maintenance – GP2002

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

Robinson Re-Roofing – GP2021

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

Dobyns-Bennett Science and Technology Center – GP1620

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

John Sevier (Jackson) Renovations – GP21**

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

Dobyns-Bennett Renovations – GP21**

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

Future School Capital Projects – GP1737

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

Sullivan North Renovations – GP1733

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

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

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

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

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

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

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

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



AGENDA ACTION FORM

Amend the FY 2021 General Projects Fund Budget

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

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

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

Recommendation:

Approve the Ordinance.

Executive Summary:

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

Attachments:

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

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

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

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

ORDINANCE NO. _____

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

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

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

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

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

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

School Improvements (GP1715)

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

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

Overlook Road Improvements (GP1736)

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

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

Dobyns-Bennett Track Upgrades (GP1739)

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

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

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

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

Totals:

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

Expenditures:

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

Totals:

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

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

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

Totals:

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

Expenditures:

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

Totals:

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

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

311-0000-391-2100 Transfer from School Fund

Totals:

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

Expenditures:

311-0000-601-2022 Construction Contracts

Totals:

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

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

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

Total:

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

Expenditures:

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

Total:

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

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

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

Expenditures:

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

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

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

Expenditures:

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

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

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

Expenditures:

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

March 9, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: SPECIAL EDUCATION HIGH COST FUNDS

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

ITEM TWO: CARES ACT FUNDING

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

ITEM THREE: ADAMS PTA BASKETBALL COURT DONATION

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

ITEM FOUR: JOHNSON PLAYGROUND DONATION

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

ITEM FIVE: LINCOLN PLAYGROUND DONATIONS

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

ITEM SIX: NORTHEAST STATE DUAL ENROLLMENT COURSES

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

ITEM SEVEN: D-B EXCEL CHEMISTRY GRANT

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

ITEM EIGHT: D-B EXCEL TRANSFER

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

FEDERAL PROJECTS FUND

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

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

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

SCHOOL SPECIAL PROJECTS FUND

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

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

CAPITAL PROJECTS FUND

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

School Improvements – GP1715

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

Overlook Road Improvements – GP1736

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

Dobyns-Bennett Track Upgrades – GP1739

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

School Facility Maintenance Improvements – GP1801

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

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

Education Facility Maintenance – GP2002

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

Robinson Re-Roofing – GP2021

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

Dobyys-Bennett Science and Technology Center – GP1620

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

John Sevier (Jackson) Renovations – GP21**

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

Dobyys-Bennett Renovations – GP21**

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

Future School Capital Projects – GP1737

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

Sullivan North Renovations – GP1733

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

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

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

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

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

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

Kingsport City Schools
Projects to Amendor Close
Janaury 12, 2021

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



AGENDA ACTION FORM

Amend the Water Project Fund

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

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

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

Recommendation:

Approve the Budget Ordinance.

Executive Summary:

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

Attachments:

- Budget Ordinance

Funding source appropriate and funds are available: *JM*

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

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

ORDINANCE NO.

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

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

SECTION I. That the Water Project Fund budget be amended by transferring \$2,000,000 from the Mater Plan Water Upgrade project (WA2001) to the Meter Replacements project (WA2008) for the purchase of new water meters.

Fund 451: Water Project Fund

Master Plan Water Upgrade (WA2001)

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

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

Meter Replacements (WA2008)

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

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

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Purchase of Chromebooks from Trafera, LLC. Computers for 6th and 9th Grade Students in the Kingsport City School System

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

Action Form No.:	AF-62-2021	Final Adoption:	April 6, 2021
Work Session:	April 5, 2021	Staff Work By:	Committee
First Reading:	NA	Presentation By:	D. Frye/ Tony Robinson

Recommendation: Approve the Resolution

Executive Summary: Kingsport City Schools recommend purchasing 1,385 Lenovo 100e Chromebooks in FY21 for 6th and 9th grade students in the Kingsport City School system at \$334.00 each for a total cost of \$462,590.00.

The pricing offered is based upon the contract award to Trafera, LLC. (formerly Firefly Computers) through the National Cooperative Purchasing Alliance (NCPA) Contract 01-43. NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

With NCPA, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from NCPA have been competitively solicited by a lead agency and meet rigorous cooperative standards and supplier commitments. Each supplier commits to delivering their best overall government pricing so that the City of Kingsport can buy with confidence.

Funding will come from account number 141-7161-711.07-22 (FY21)

Attachments:

1. Resolution
2. Recommendation /Quote

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

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

WHEREAS, the Kingsport City School administration recommends the purchase of 1,385 Lenovo 100e Chromebooks for the FY21, 6th and 9th grade students in the Kingsport City School system; and

WHEREAS, the cost is \$334.00 for each Chromebook for a total cost of \$462,590.00; and

WHEREAS, the city is a member National Cooperative Purchasing Alliance (NCPA), a cooperative purchasing group, that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1009; and

WHEREAS, Traferra, LLC. has a contract with NCPA; and

WHEREAS, in order to purchase the computers, a purchase order needs to be issued to Traferra, LLC., in the amount of \$462,590.00; and

WHEREAS, funding for this equipment is available in schools account number 141-7161-711-07-22.

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 Traferra, LLC., for the purchase of 1,385 Lenovo 100e Chromebooks for use by Kingsport City Schools in the amount of \$462,590.00.

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

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

ADOPTED this the 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, CITY DEPUTY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: David Frye, Chief Finance Officer Kingsport City Schools

DATE: March 9, 2021

SUBJECT: Chromebook 1:1 Student Device Purchase

KCS Technology received a quote from Trafera LLC for Chromebook devices for sixth and ninth grade students utilizing the KCS budget. This purchase is typically completed July 1 annually. To receive the student devices in time for the start of the 2021-22 school year, the order needs to be submitted as soon as possible. Approximately 1,385 devices will be purchased for the 1:1 computer program for grades 6 - 9.

It is recommended that the Board of Education approve the purchase of 1,385 Lenovo 100e Chromebooks from Trafera, LLC. utilizing the National Cooperative Purchasing Alliance (NCPA) Contract# 01-43. Each Chromebook will cost \$334.00, which includes the computer, Chrome license, and service fees. The total cost for the purchase of 1,385 devices will be \$462,590.00. This purchase will be made with FY21 funds.



Trafera Headquarters
2550 University Avenue W
Suite 315-S
Saint Paul, MN 55114
www.trafera.com

Quote #: E000039348

Bill To: Jennifer Brotherton
Kingsport City School District
City of Kingsport
225 West Center Street
Kingsport TN 37660
USA

Ship To: Jennifer Brotherton
Administrative Support Center
400 Clinchfield St
Suite 200
Kingsport TN 37660
USA

Kingsport City School District	Customer Number	Quote Date	Expiration Date	Terms
Jennifer Brotherton 423-378-2154 jbrotherton@k12k.com	70345	2/3/2021	3/5/2021	Net 30

Philip Crawford
Direct: 651-400-1043
Fax: 651-888-7916
Email: Philip.Crawford@trafera.com

Contract Details:
NCPA Technology Solutions Contract # 01-43

Quantity	Item	Unit Price	Extended Price
1,385	Lenovo 100e Chromebook 2nd Gen - 11.6" HD Anti-glare Display (1366x768) - Intel Celeron N4020, Dual-Core - 4GB Soldered LPDDR4-2400 - 32GB eMMC 5.1 - Integrated Intel UHD Graphics 600 - Intel 9560 11ac, 2x2 + BT4.2	229.00	317,165.00
1,385	Chrome Education Upgrade Google Chrome OS Management License	24.00	33,240.00
1,385	Trafera White Glove 300 Units and Above Trafera White Glove 300 Units and Above - Pre-enrolled in Google Apps® domain - Custom themes and settings applied - Hardware functionality check - Google Console OU management	4.00	5,540.00
1,385	Trafera Asset Tags with White Glove	1.00	1,385.00
1,385	Trafera Bulk Packaging	1.00	1,385.00
1,385	Trafera CBN Warranty - Plat - 4 Yr - B	75.00	103,875.00
1,385	Trafera Chromebook Support for Lenovo - Easy-to-use Online RMA Portal for Simplified Warranty Claim Submissions - Trafera SMART RMA Boxes for Convenient Bulk Warranty Returns and Bulk Paid Repairs - Unlimited Chromebook Technical Support by Phone or Email from Google-Certified Engineers - Access to Trafera Repair Zone Website for Easy Ordering of Chromebook Parts and Repairs - Complimentary Assistance Claiming OEM Software Entitlements, when available	0.00	0.00



Trafera Headquarters
2550 University Avenue W
Suite 315-S
Saint Paul, MN 55114
www.trafera.com

Quote #: E000039348

Bill To: Jennifer Brotherton
Kingsport City School District
City of Kingsport
225 West Center Street
Kingsport TN 37660
USA

Ship To: Jennifer Brotherton
Administrative Support Center
400 Clinchfield St
Suite 200
Kingsport TN 37660
USA

Kingsport City School District	Customer Number	Quote Date	Expiration Date	Terms
Jennifer Brotherton 423-378-2154 jbrotherton@k12k.com	70345	2/3/2021	3/5/2021	Net 30

Philip Crawford
Direct: 651-400-1043
Fax: 651-888-7916
Email: Philip.Crawford@trafera.com

Contract Details:
NCPA Technology Solutions Contract # 01-43

Quantity	Item	Unit Price	Extended Price
NCPA Contract Number: 01-43			

Sale Amount: 462,590.00
Freight: 0.00
Sales Tax: 0.00

Total Amount: 462,590.00

Terms And Conditions:

Prices reflect a 3% discount for cash/check payment. Credit card payment is accepted without discount. This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Ordering:

Please email purchase orders to orders@trafera.com or fax orders to 651-888-7916

Questions:

If you have any questions regarding this quote, please feel free to contact your Trafera Account Manager listed above at your convenience. We pride ourselves on providing you a quick response.



AGENDA ACTION FORM

Enter into a Professional Agreement with Barge Design Solutions for the Scott Adams Skatepark

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

Action Form No.: AF-100-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Kitty Frazier
 Presentation By: Michael Borders

Recommendation:

Approve the Resolution.

Executive Summary:

Barge Design Solutions has conducted public input meetings and prepared preliminary schematics for the new Scott Adams Skatepark. The next step of this project involves the development of final design components and construction phase services. The proposed agreement with Barge Design will allow project development to continue.

Funding is identified: GP 2037 \$43,089; GP2105 \$150,000; GP2107 \$10,011.

Attachments:

1. Resolution

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 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

WHEREAS, Barge Design Solutions has conducted public input meetings and prepared preliminary schematics for the new Scott Adams Skatepark; and

WHEREAS, the next step of this project involves the development of final design components and construction phase services, and a professional services agreement with Barge Design will allow project development to continue, in the amount of \$203,100.00; and

WHEREAS, funding is available in. GP2037, GP2105, and GP2107.

Now therefore,

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

SECTION I. That a professional service agreement with Barge Design Solutions for the design of the new Scott Adams Skatepark is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Barge Design Solutions for the new Scott Adams Skatepark and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

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

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

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

ADOPTED this the 6th 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 Award of the Bid for the Purchase of Copier Paper

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

Action Form No.: AF-101-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Committee
 Presentation By: C. McCartt

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on April 16, 2019 for the purchase of copier paper for use in City and Schools locations. 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 to renew with American Paper & Twine Company at \$30.60 per case for 8.5" x11", \$41.60 per case for 8.5"x14" & \$32.90 per case for 11"x17". The estimated annual cost for copier paper is \$90,000.00.

Recognizing that industry wide price changes do occur with paper products, the City included the following provision in the bid document: "Prices will remain firm until an industry wide price increase or decrease occurs. At which time, the City will receive a written notice at least ten days prior to the effective date of the change in pricing stating such changes. Additional documentation regarding industry wide price changes will be required from the manufacturer through the vendor at the request of the City."

Funding is identified in various City and Schools accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Memo from the Vendor with Pricing

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: *dw*

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

RESOLUTION NO. _____

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

WHEREAS, on April 16, 2019, the board approved a contract with American Paper and Twine Company for the purchase of copier paper for use in City and Schools locations; and

WHEREAS, the contract 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 board approval; and

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

WHEREAS, the estimated annual cost for copier paper is \$90,000.00 and funding is identified in 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 contract with American Paper and Twine Company at an estimated annual cost of \$90,000.00, for copier paper for use by the city, including the city schools, for fiscal year 2022, is approved, and the city manager is authorized to execute purchase orders to 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 6th 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
April 16, 2019
4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

COPIER PAPER	
Vendor:	American Paper & Twine
Item:	Unit Cost:
8.5 x 11, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$31.50
8.5 x 14, White, 20 Lb., Long Grain, 500 Sheets per Ream, 10 Reams per Case	\$45.50
11 x 17, White, 20 Lb., Long Grain, 500 Sheets per Ream, 5 Reams per Case	\$36.00

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



It's twine time.™

3/10/2021
Nikisha Eichmann
Assistant Procurement Manager
City of Kingsport

Nikisha,

We are happy to extend the copy paper contract with City of Kingsport for another year. Below are the new prices for 7/1/21 thru 6/30/22.

8.5 x 11 White Copy Paper, 20# Virgin \$30.60 / Case Item 561650

8.5 x 14 White Copy Paper, 20# Virgin \$41.60 / Case Item 561703

11 x 17 White Copy Paper, 20# Virgin \$32.90 / Case Item 561553

Sincerely,

A handwritten signature in blue ink that reads "Brian Leitch".

Brian Leitch
Vice President - Eastern Region
American Paper & Twine Co.



AGENDA ACTION FORM

Awarding the Bid for the Purchase of One (1) Asphalt Compaction Roller

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

Action Form No.: AF-102-2021
Work Session: April 5, 2021
First Reading: NA

Final Adoption: April 6, 2021
Staff Work By: Committee
Presentation By: R. McReynolds/ S. Hightower

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on March 9, 2021 for the purchase of one (1) Asphalt Compaction Roller for use by Public Works Street Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 17, 2021 and placed on our website for 20 calendar days. It is the recommendation of the committee to accept the apparent, low compliant bid from Stowers Machinery for one (1) CAT CB7:

	\$108,350.00	Unit Cost
	\$2,080.00	Option A
less	\$6,000.00	Trade-In Allowance Equipment # 1142
	\$104,430.00	Total Purchase Price

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolutions
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo w/ photo

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING 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

WHEREAS, bids were opened on March 9, 2021, for the purchase of one (1) asphalt compaction roller for use by Public Works Street Maintenance Department; and

WHEREAS, the city will receive \$6,000.00, for a trade-in allowance for vehicle #1142;
and

WHEREAS, upon review of the bids, the board finds Stowers Machinery is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) CAT CB7 asphalt compaction roller from Stowers Machinery., at a total purchase cost of \$104,430.00, which includes Option A, and the deduction of the \$6,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) CAT CB7 asphalt compaction roller with Option A, at a total purchase cost of \$104,430.00, which includes the deduction of the \$6,000.00 trade-in allowance, is awarded to Stowers Machinery, and the city manager is authorized to execute a purchase order for same.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 6th 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

March 9, 2021

4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall

The Procurement Manager opened with the following bids:

Asphalt Compaction Roller							
Vendor:	Quantity:	Unit Cost:	Option A:	Option B:	Trade In 1142:	Delivery:	Make/Model
Stowers Machinery	1	\$108,350.00	\$2,080.00	\$10,125.00	\$6,000.00	150 Bus. Days	CAT CB7
Power Equipment Co.	1	\$129,951.00	\$25,050.00	\$41,821.93	\$5,500.00	84 Bus. Days	Hamm HD+70iVV
Heavy Machinery, Inc.	1	\$97,500.00	\$114,100.00 *	\$42,500.00	\$2,350.00	10 Bus. Days	SAKAI SW654
*Price is for a different unit (SAKAI SW654ND) to be able to add oscillation to machine, this cost is the machine plus option A not to be added to unit cost.							

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

Equipment Vendors

E-mail address	Business
chris@etra.biz	Bobcat of the Mountain Empire
boonescreek@aol.com	Boones Creek Outdoor Equip
rob@ciequipment.com	Carolina Industrial Equipment
cmiequip@bellsouth.net	CMI Equip
jcox1956@yahoo.com	Cox Tractor
dce1@bellsouth.net	Dickson County Equip
dsluder74@yahoo.com	Greenville Turf & Tractor
tip@kubotaofkingsport.com	Kubota
sallie@ciequipment.com	Carolina Industrial Equipment
tina.eldridge@westhillstractor.com	West Hills Tractor
cory@pweasi.com	Public Works Equipment
matt_mcqueen@bramco.com	Power Equipment
jredman@meadetractor.com	Meade Tractor
cbaton@cdjrcolumbia.com	Columbia Chrysler Dodge Jeep Ram
tip@kubotaofkingsport.com	Kubota
dtipton@kubotaofkingsport.com	Dorothy Tipton-Kubota
robert@mtjoyrv.com	Mid State Equipment
mequip@iglou.com	Municipal Equipment
dhigdon@stowerscat.com	Stowers



FLEET MAINTENANCE DEPARTMENT

City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Hightower, Fleet Manager
Date: March 11, 2021
Re: Public Works Department Asphalt Compaction Roller Purchase Recommendation

Committee has reviewed the bid documents submitted for the purchase of the Street Maintenance group's Asphalt Compaction Roller. The recommendation is to purchase the low compliant bid of the following vendor. We are further recommending accepting the trade in offering of \$6,000 for unit #1142. It is further requested to accept "Options A: Drum Oscillation" feature (\$2,080) as per Tim Elsea, the Streets and Sanitation Department Head. This will make the total price with trade in \$104,430.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Cat CB7	Stowers Equipment	2.5 GPH

Low Compliant Bidder

The low compliant bid offering of Stowers Equipment, Kingsport, Tennessee, is within reasonable compliance to all the minimum specification requirements outlined in the bid document.

Fleet Replacement

This unit will be a Fleet replacement for unit #1142.

Fuel Economy Improvement

0%

No fuel economy improvements noted because this is an equivalent piece of equipment.

Origin and Dealership

1. New Unit(s) Origin of Manufacture:
 - a. Asphalt Compaction Roller – Peoria, Illinois
 - b. 0 % Domestic/ 100 % Foreign Materials
2. New Unit(s) Purchase Dealer:
 - a. Asphalt Compaction Roller – Stowers Equipment Company – Kingsport, TN

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

Thank you.



Picture for demonstration purposes only and is not the exact product being purchased.

From: Elsea, Tim
Sent: Thursday, March 11, 2021 8:45 AM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>; Manis, Chris <ChrisManis@KingsportTN.gov>; Williams, Adam <AWilliams@KingsportTN.gov>
Subject: FW: Asphalt Roller

Steve,

See Greg's email below. I concur with this recommendation. We would like to proceed with the base bid plus option A.

Thanks,

Tim

From: Willis, Greg
Sent: Thursday, March 11, 2021 8:39 AM
To: Elsea, Tim <TimElsea@KingsportTN.gov>
Cc: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: FW: Asphalt Roller

Tim after reviewing the bids and specifications we are recommending the purchase of the Cat Roller. Stowers Machinery with all options added is the lowest bid and meets specifications with a total cost of \$114,555.00 after Trade in.

From: Manis, Chris
Sent: Thursday, March 11, 2021 8:02 AM
To: Willis, Greg <GregWillis@KingsportTN.gov>
Subject: Asphalt Roller

Greg,

I have looked over the bids for the asphalt roller. I feel the CAT roller would be most suitable for our needs.

Chris Manis
Streets Foreman
609 Industry Dr.
Kingsport, TN 37660
www.kingsporttn.gov
423-224-2816



AGENDA ACTION FORM

Renewing the Award of the Bid for School Crossing Guard Services

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

Action Form No.: AF-103-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Comm. J. Bellamy
 Presentation By: Chief D. Phipps

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on May 24, 2018 for the acquisition of school crossing guard services. 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. Cross Safe requested a consumer price index increase of 2% to give their staff a cost of living pay increase. It is the recommendation of the Police Department to extend the school crossing guard services with Cross Safe for an additional 12 month period.

Please see the attached documents.

Kingsport City Schools will transfer a specified amount annually. Funding is identified in the Police Department Budget Account # 110-3030-441-1010.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo and 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: *AW*

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

RESOLUTION NO. _____

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

WHEREAS, on June 19, 2018, the board approved the bid award of crossing guards to Cross Safe for nine (9) crossing guards to Cross Safe and authorized the mayor to execute an agreement for the same; and

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

WHEREAS, staff recommends amending the agreement with Cross Safe to renew the award of bid for the period of 12 months, beginning May 1, 2021, and ending April 30, 2022, with a 2% cost of living price index increase; and

WHEREAS, funding is identified in the Police Department Budget Account # 110-3001-441-1010.

Now therefore,

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

SECTION I. That the amendment to the agreement renewing the award of bid for the school crossing guard services for nine (9) crossing guards with Cross Safe for an additional year, is approved, and the mayor is authorized and directed to execute the amendment and all documents necessary and proper to effectuate the purpose of the amendment or this resolution.

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

SECTION 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 6th 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 24, 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:

SCHOOL CROSSING GUARD SERVICES		
VENDOR	COST PER CROSSING GUARD PER DAY	COMMENTS
Elite Manufacturing & Professional Services	\$43.10	
Cross Safe	\$43.90	
All City Management Services	\$49.98	
Spur Employment, Inc.	\$13.48*	*Based on one hour per day. Two hours per day would be \$26.96

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



KINGSPORT POLICE DEPARTMENT

MEMORANDUM

TO: Nikisha Eichmann, Asst. Procurement Manager

FROM: Jason Bellamy, Commander

RE: School Crossing Guard Services

DATE: March 22, 2021

This memo is to inform you of our desire to renew our contract with Cross Safe for School Crossing Guard services for the 2021-2022 school year. Thus far, the services have exceeded expectations with very few complications or issues. Additionally, this service has continued to free up police officers, who were routinely tasked with this duty, so they may tend to more critical tasks like traffic control or answering citizen calls for assistance.

As you know, Mr. Haupricht of Cross Safe has made a request for a price increase to address cost of living increases. Kingsport City Schools and the police department are both agreeable to a 2% increase. That will result in a nominal price increase that can be managed within our proposed FY22 budget. Since this is a shared endeavor with the schools, we will be amending the MOU which addresses the manner in which the cost is shared and the amount of reimbursement.



PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com
ADDRESS 1415 South Church Street | Suite T | Charlotte | North Carolina | 28203

Monday, March 22, 2021

Nikisha Eichmann
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

Dear Nikisha:

The following is a summary of the requested rate increase for crossing guard services for the City of Kingsport's 2020-2021 school year:

➤ Cost per crossing guard per day: \$43.71

Any further questions may be directed towards myself at the Charlotte number listed above.

Sincerely,

Brian A. Haupricht
President



AGENDA ACTION FORM

Approve Installation of Tennessee Music Pathway Posts with Signage

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

Action Form No.: AF-109-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Hannah Powell
 Presentation By: J. Harmon

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport has been selected as a site to participate in the Tennessee Music Pathways program. This is a collaborative effort between Visit Kingsport and the City of Kingsport. The Tennessee Department of Tourist Development is laying out a strategy for getting the numerous pathway markers displayed throughout the state. Visit Kingsport is leading the efforts to determine a location, installation and unveiling for these markers. There are 3 markers honoring singer/songwriters who were born and/or raised in Kingsport—Doyle Lawson, Barry Bales, and Brownie McGhee. A 4th, Lesley Riddle, may be added.

Each panel is double-sided 24 inches wide and 44 inches tall.

The post is square: 5.25 inches x 5.25 inches x 96 inches with attached 5.75 inches x 5.75 inches x .125 inches steel base.

Proposed locations are on Broad Street, focusing on the parklets, Glen Bruce Park, and the new City Hall campus.

Attachments:

1. Resolution
2. Panel Design

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

RESOLUTION NO. _____

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

WHEREAS, the city has been selected as a site to participate in the Tennessee Music Pathways program, as a collaborative effort with Visit Kingsport; and

WHEREAS, the Tennessee Department of Tourist Development is laying out a strategy for getting the numerous pathway markers displayed throughout the state, and Visit Kingsport is leading the efforts to determine a location, installation and unveiling for these markers in Kingsport; and

WHEREAS, currently, there are three (3) markers honoring singer/songwriters who were born and/or raised in Kingsport - Doyle Lawson, Barry Bales, and Brownie McGhee.

WHEREAS, a fourth marker for Lesley Riddle, may be added; and

WHEREAS, each panel is double-sided 24 inches wide and 44 inches tall, and the post is square: 5.25 inches x 5.25 inches x 96 inches with attached 5.75 inches x 5.75 inches x .125 inches steel base; and

WHEREAS, the proposed locations are on Broad Street, focusing on the park-lets, Glen Bruce Park, and the new City Hall campus.

Now therefore,

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

SECTION I. That the installation of the Tennessee Music Pathways signage and posts is approved.

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 6TH day of April, 2021.

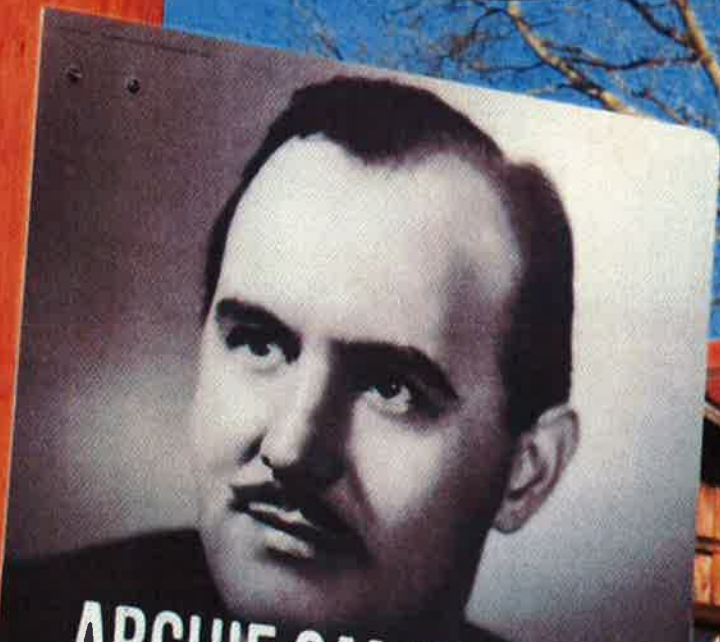
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



ST. JOHN BELL

Born in Buick City on Nov. 7, 1954, Arthur James Campbell Kuchner at 141 Iowa Ave. College Ave. Athens, North Carolina, from 1972 until 1983. He studied through Athens as and he earned a "Shining" reputation and worked in medicine. Kuchner, who worked in Athens in 1976 and earned a B.S. in 1980, worked in the City of Athens, Georgia, and was among the crowd on Nov. 10, 1980, when the city was hit by a major earthquake. Campbell, then a senior in college, worked for the city and was among the crowd on Nov. 10, 1980, when the city was hit by a major earthquake. Campbell, then a senior in college, worked for the city and was among the crowd on Nov. 10, 1980, when the city was hit by a major earthquake.

Chapman, however, was a genuine nature worshiper. In 1927 he wrote in *Shiloh*, "The morning and the wind and the Chatterbox" he remained in Chatterbox and just joined the house in 1941. After the Second World War, Chapman, wounded by illness, where a Grandfather Day, he remained in his home. He worked hard in his home, where he spent almost all his time. "The Day Mary De Shiloh" became missing, around 1940, to the "Chatterbox" "Dinner Bell" after he died, after the newly found "Chatterbox" and "Shiloh" were his regular home. That year, he made his last visit to "Shiloh" as an "Amateur" and his children, to his family's home.

Starting in 1967, Campdon began hosting folkies a first chance music showcase show, "Country Music," on WROG-TV, later WATE-TV. The following year, Campdon co-founded Knoxville's first independent record label, Vaden and the record, "Blue Mountain," was its debut release.



When "Mac" MacFarlane in 1969 Campbell was hired as an electrician, supervisor and one of two original artists. (The other being George Segal) He was a welder until 1987, his welding certification included "The Welder".



"We have" made Campbell into a household name. He had 11th-12th grade, including a grade where "Swedish" was part of the curriculum and the first American and "Western" in Sweden, on the Swedish network. (The, he was recorded several times, while including his season in the 1960s with Junior League and continued to grow rapidly.

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AGENDA ACTION FORM

Awarding the Bid for the Purchase of Four (4) Cutaway Style Mini-Bus 18 Passenger

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

Action Form No.: AF-110-2021
Work Session: April 5, 2021
First Reading: NA

Final Adoption: April 6, 2021
Staff Work By: Committee
Presentation By: C. McCartt, S. Hightower

Recommendation:

Approve the Resolution

Executive Summary:

: Bids were opened on March 9, 2021 for the purchase of Four (4) Cut Away Style Mini-Bus 18 Passenger for use by KATS. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 17, 2021 and placed on our website for 20 calendar days. It is the recommendation of the committee to accept the apparent low, responsible compliant bid from Central States Bus Sales, Inc. for Four (4) Champion LF 2022 Transport Ford E-450 as follows:

	\$139,883.00	Unit Cost
Less	\$1,200.00	Trade-in Allowance #1938
Less	\$1,200.00	Trade-in Allowance #1940
Less	\$1,200.00	Trade-in Allowance #2002
Less	\$1,750.00	Trade-in Allowance #2054
	\$554,182.00	Total Purchase Price

This unit is a fleet replacement.

Funding is identified in Project/Account # FTA029 & FTA 039 12359026029006

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Vendor List
4. Recommendation Memo with photo

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDING 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

WHEREAS, bids were opened March 9, 2021, for the purchase of four (4) 18 passenger cut away style mini-buses for use by the Kingsport Area Transit Service (KATS); and

WHEREAS, the city will receive \$1,200.00 for a trade-in allowance for vehicle #1938, a trade-in allowance of \$1,200.00 for vehicle #1940, a trade-in allowance of \$1,200.00 for vehicle #2002, and a trade-in allowance of \$1,750.00, for vehicle #2054; and

WHEREAS, upon review of the bids, the board finds Central States Bus Sales, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work, or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase four (4) Champion LF 2022 Transport Ford E-450 18 passenger cut away style mini-buses from Central States Bus Sales, Inc. at a total purchase cost of \$554,182.00, which includes the deduction of the \$5,350.00 trade-in allowances; and

WHEREAS, funding is identified in project/account # FTA029 & FTA 039 12359026029006.

Now therefore,

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

SECTION I. That the bid for the purchase of four (4) Champion LF 2022 Transport Ford E-450 18 passenger cut away style mini-buses at a total purchase cost of \$554,182.00, which includes the deduction of the \$5,350.00 trade-in allowances, is awarded to Central States Bus Sales, Inc., and the city manager is authorized to execute a purchase order for same.

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the 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 6th 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

March 9, 2021

4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

CUT AWAY STYLE MINI-BUS 18 PASSENGER			
Vendor:	Alliance Bus Group	Creative Bus Sales	Central States Bus Sales, Inc.
Quantity:	4	4	4
Base Bid:	No Bid	\$144,675.00	\$139,883.00
Trade-In #1938:	-	\$ 1500.00	\$ 1,200.00
Trade-In #1940:	-	\$ 1000.00	\$ 1,200.00
Trade-In #2002:	-	\$ 1,500.00	\$ 1,200.00
Trade-In #2054:	-	\$ 500.00	\$ 1,750.00
Make/Model:	-	2021 Arboc	Champion LF Transport 2022 Ford E-450
Delivery Time:	-	180 Business Days	210 Business Days *
* Could be impacted by Covid-19			

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

Bus/Van Vendors

Email Address	Business
richard@thebuscenter.com	Mid-South Bus Center
charvill@centralstatesbus.com	Central States Bus Sales
cgolden@centralstatesbus.com	Central States Bus Sales
tamijacobs@alliancebusgroup.com	Alliance Bus Group
keithg@creativebussales.com	Creative Bus Sales
sales@nationalbus.com	National Bus

Memo

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Chris Campbell, Transit Manager
 Steve Hightower, Fleet Manager
Date: March 25, 2021
Re: Transit Bus Purchase Recommendation

This will confirm our review and recommendation to purchase the compliant bid of the following vendor and accept the trade in offerings.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	4	2022 Ford/ Champion LF	Central States Bus Sales	10 City/ 12 Hwy

Compliant Bidder

Central States Bus Sales was compliant in all major aspects of the minimum specification requirements for the Cutaway Mini Bus(s) specified with all clarifications provided.

These units will be Transit Department Replacements.

The bid offerings were reviewed with the Transit Department's Manager, Chris Campbell, who is agreement with this recommendation. A confirming email of agreement is attached below.

Fuel Economy Improvement

0%

No fuel economy improvements noted because these are similar replacements.

Trade Ins:

1. 2002 - 2011 ARBOC 23 PASSENGER CHEVY EXPRESS MINIBUS
 - a. Age: 10 Years – 191,622 Mileage – 6.47 MPG
 - b. Trade Offering: \$1,200
2. 2054 - 2012 ARBOC 23 PASSENGER CHEVY EXPRESS MINIBUS
 - a. Age: 9 Years – 156,383 Mileage – 5.78 MPG
 - b. Trade Offering: \$1,750
3. 1938 - 2010 ARBOC 19 PASSENGER CHEVY EXPRESS MINIBUS
 - c. Age: 11 Years – 213,855 Mileage – 7.17 MPG
 - d. Trade Offering: \$1,200
4. 1940 - 2010 ARBOC 19 PASSENGER CHEVY EXPRESS MINIBUS
 - e. Age: 11 Years – 207,941 Mileage – 7.17
 - f. Trade Offering: \$1,200

Origin/ Dealer Information

2. New Unit(s) Origin of Manufacture:

- a. Bus – Imlay City, Michigan
- b. As per (49 U.S.C 5323(j)) and (49 CFR - Part 661) “Buy America” Federal Requirements, the unit is certified to contain a minimum of 70% domestic content

3. New Unit(s) Purchase Dealer:

- a. Bus – Central Stated Bus Sales – Lebanon, TN.

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

Thank you.



From: Campbell, Chris
Sent: Thursday, March 25, 2021 1:51 PM
To: Hightower, Steve <SteveHightower@KingsportTN.gov>
Cc: Johnson, Cindy <CindyJohnson@KingsportTn.gov>
Subject: Bus Purchase Recommendation

Steve,

After meeting with you to discuss the bus bids, please move forward with accepting Central States Bus Sales. If at all possible let's get this on the BMA's next meeting.

Thank you,
Chris Campbell, AICP
Public Transportation Manager
Kingsport Area Transit Service
[109 Clay Street Kingsport, TN 37660](#)
[423.224.2857](#)
ChrisCampbell@KingsportTn.gov
www.KingsportTransit.org



AGENDA ACTION FORM

Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Gibson Springs Phase 3 Development

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

Action Form No.: AF-108-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: David Harris
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with The Edinburgh Group, LLC related to Edinburgh Gibson Springs Phase 3 (AF-217-2020) in the amount of \$16,291.96. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$14,851.10.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 578 Building Permits and 523 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing
5. Development Chart

Funding source appropriate and funds are available: *2w*

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 REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC
FOR GIBSON SPRINGS PHASE 3

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC entered into a Materials Agreement in the total amount of \$16,291.96, with the city for provision of certain water and sewer materials by the city for Gibson Springs, Phase 3; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$14,851.10 for Gibson Springs, Phase 3; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Edinburg Group, LLC in the amount of \$14,851.10 for Gibson Springs, Phase 3, is approved.

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

ADOPTED this the 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement

Project: Gibson Springs Phase 3
 Date: April 6, 2021
 Developer: The Edinburgh Group, LLC

File No.: 2020-D7

Water Line

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	15.00	Joints	\$337.14	\$5,057.10
42120	4' Bury Hydrant	1.00	each	\$1,639.17	\$1,639.17
42325	6" MJ Gate Valve	1.00	each	\$495.17	\$495.17
43031	8x8x6 Anchor Tee	1.00	each	\$105.31	\$105.31
42845	6" x 18" MJ Anchor Coupling	1.00	each	\$92.00	\$92.00
41794	8" Plug w/ 2" Tap	1.00	each	\$51.95	\$51.95
Project #	WA2150				
Expense To:					
Project Total	451-0000-605-9003				\$7,440.70
Sales Tax	451-0000-207-0201			9.50%	\$706.87
Total Cost Including Tax					\$8,147.57
Amount Paid and Receipted To:					
Contractor Paid	451-0000-208-1250				\$7,440.70
Sales Tax:	451-0000-207-0201			9.50%	\$706.87
Total Cost Including Tax					\$8,147.57
Sales Tax Adjustment					\$0.00
Water	Refund Due Developer				\$7,440.70

Materials Agreement

Project: Gibson Springs Phase 3
 Date: April 6, 2021
 Developer: The Edinburgh Group, LLC

File No.: 2020-D7

Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	44	Joints	\$46.62	\$2,051.28
41864	8" x 6" Tee Wye gsktd Sewer	18	each	\$38.90	\$700.20
45112	Manhole Frame & Covers V-1312-44	4	each	\$237.23	\$948.92
45226	Manhole Base (24") w/ Invert	4	each	\$550.00	\$2,200.00
45223	Manhole Concrete 16" Riser (48")	1	each	\$135.00	\$135.00
45232	Manhole Concrete 24" Riser	1	each	\$187.00	\$187.00
45224	Manhole Concrete 32" Riser (48")	1	each	\$240.00	\$240.00
45219	Manhole Concrete 16" Concrete Cone	4	each	\$170.00	\$680.00
45230	Manhole Concrete 4" Grade Ring	1	each	\$41.00	\$41.00
45231	Manhole Concrete 6" Grade Ring	3	each	\$57.00	\$171.00
45203	Extra Boot Charge	1	each	\$56.00	\$56.00
Project #	SW2150				
	Expense To:				
Project Total	452-0000-606-9003				\$7,410.40
Sales Tax	452-0000-207-0201			9.50%	\$703.99
	Total Cost Including Tax				\$8,114.39
	Amount Paid and Received To:				
Contractor Paid	452-0000-208-1250				\$7,410.40
Sales Tax:	452-0000-207-0201			9.50%	\$703.99
	Total Cost Including Tax				\$8,114.39
	Sales Tax Adjustment				\$0.00
Sewer	Refund Due Developer				\$7,410.40
				Total Refund	\$14,851.10

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse: Doreen Lipoma

Date: 3/26/2021

City of Kingsport Inspector: Roy Manavell

Date: 3-25-21

Developer: Jim P. Kist

Date: 3-26-21



The Edinburgh Group, LLC

Gibson Springs

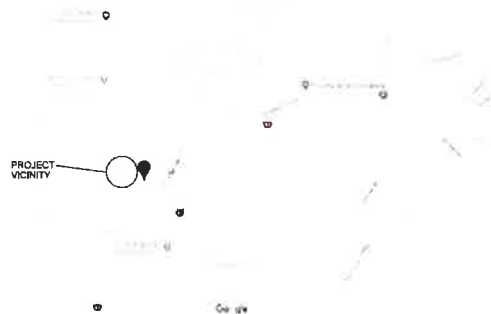
Phases II and III

Resubmitted March 10, 2020
SITE / CIVIL PACKAGE
 Civil Services Project # 19204

INDEX OF DRAWINGS

SITE / CIVIL	
C-00	SITE/CIVIL PACKAGE COVER SHEET
C-01	OVERALL SITE PLAN
C-02	ROADWAY PLAN & PROFILE - PH 2
C-03	ROADWAY PLAN & PROFILE - PH 2
C-04	ROADWAY DETAILS
REV 2	ROADWAY DETAILS
C-05	GRADES AND DRAINAGE PLAN
REV 3	GRADES AND DRAINAGE PLAN
C-06	DRAINAGE PATH - EXISTING
C-07	DRAINAGE PATH - PROPOSED
REV 2	DRAINAGE / STORMWATER DETAILS
C-08	DRAINAGE / STORMWATER DETAILS
REV 3	SANITARY SEWER PLAN
C-09	SANITARY SEWER PLAN
C-10	SANITARY SEWER PROFILES
C-11	SANITARY SEWER DETAILS
REV 2	C-11A LIFT STATION & MOBILITY PATH DETAILS
REV 3	C-12 WATERLINE LAYOUT PLAN
C-12	WATERLINE LAYOUT PLAN
REV 3	C-13 WATERLINE DETAILS
C-13	WATERLINE DETAILS
C-14	EROSION CONTROL PLAN - EXISTING
C-15	EROSION CONTROL PLAN - INTERMEDIATE
C-16	EROSION CONTROL PLAN - FINAL
C-17	EROSION CONTROL DETAILS
C-18	EROSION CONTROL DETAILS

VICINITY MAP



LOCATION MAP



CIVIL ENGINEER

**Cain
Rash
West**
Architects

Phn (423) 349-7760
 Fax (423) 349-7413
www.crcinc.com



REV	DATE	BY	CHKD	DESCRIPTION
1	12-15-20			ADDRESS CITY COMMENTS
2	12-15-20			ADDRESS CITY COMMENTS
3	12-15-20			ADDRESS CITY COMMENTS

The Edinburgh Group, LLC
Gibson Springs Phases II & III
 Kingsport, Tennessee



C-00

LEGEND

- PROPERTY LINE AND PROJECT
- PROJECT PROPERTY LINE
- STREET CENTERLINE
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER PILING
- PROPOSED CATCH BASIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER LINE
- PROPOSED GAS/STEAM WATER LINE

STATIONARY ELEVATION OF CATCH BASIN
IN 10' RADIUS AROUND 10' WIDTH
ELEVATION

STATIONARY ELEVATION OF CATCH BASIN
IN 10' RADIUS AROUND 10' WIDTH
ELEVATION

STATIONARY ELEVATION OF CATCH BASIN
IN 10' RADIUS AROUND 10' WIDTH
ELEVATION

GIBSON SPRINGS PHASES 2 & 3 SANITARY SEWER LAYOUT

Manhole	Manhole Type	MH Depth	Top Elev	Invert Elev	Invert Out	Flow Coordination	Flow Coordination	MH Connection	Degree of Separation
MH 14 JDN 61247	Standard	4.50	1718.00	1713.50	1713.50	1713.50	1713.50	1-8 PVC	1-8
MH 15 JDN 61248	Standard	4.50	1713.00	1708.50	1708.50	1708.50	1708.50	2-8 PVC	1-8
MH 16 JDN 61249	Standard	4.50	1698.00	1693.50	1693.50	1693.50	1693.50	2-8 PVC	1-8
MH 17 JDN 61250	Standard	4.50	1693.00	1688.50	1688.50	1688.50	1688.50	1-8 PVC	1-8
MH 18 JDN 61251	Standard	4.50	1688.00	1683.50	1683.50	1683.50	1683.50	1-8 PVC	1-8
MH 19 JDN 61252	Standard	4.50	1683.00	1678.50	1678.50	1678.50	1678.50	1-8 PVC	1-8
MH 20 JDN 61253	Standard	4.50	1678.00	1673.50	1673.50	1673.50	1673.50	1-8 PVC	1-8
MH 21 JDN 61254	Standard	4.50	1673.00	1668.50	1668.50	1668.50	1668.50	1-8 PVC	1-8
MH 22 JDN 61255	Standard	4.50	1668.00	1663.50	1663.50	1663.50	1663.50	1-8 PVC	1-8
MH 23 JDN 61256	Standard	4.50	1663.00	1658.50	1658.50	1658.50	1658.50	1-8 PVC	1-8
MH 24 JDN 61257	Standard	4.50	1658.00	1653.50	1653.50	1653.50	1653.50	1-8 PVC	1-8
MH 25 JDN 61258	Standard	4.50	1653.00	1648.50	1648.50	1648.50	1648.50	1-8 PVC	1-8
MH 26 JDN 61259	Standard	4.50	1648.00	1643.50	1643.50	1643.50	1643.50	1-8 PVC	1-8
MH 27 JDN 61260	Standard	4.50	1643.00	1638.50	1638.50	1638.50	1638.50	1-8 PVC	1-8

- NOTES:
- ALL SANITARY SEWER LINES SHALL BE 4" DIA. 15' MIN. DEPTH IN ACCORDANCE WITH 11B CITY OF KINGSFORD TENSILE STANDARDS.
 - ALL SANITARY SEWER LINES SHALL BE 4" DIA. 15' MIN. DEPTH IN ACCORDANCE WITH 11B CITY OF KINGSFORD TENSILE STANDARDS.
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 - ALL SANITARY SEWER LINES SHALL BE 4" DIA. 15' MIN. DEPTH IN ACCORDANCE WITH 11B CITY OF KINGSFORD TENSILE STANDARDS.

- PUMP STATION NOTES:
- NO ELECTRICAL CONNECTIONS ARE TO BE MADE TO THE PUMP STATION.
 - ALL PUMPING EQUIPMENT SHALL BE 150% OVERSIZED.
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NO.	DATE	BY	REVISION
1	01-10-2020	BNJ	ADD MANHOLE NUMBERS
2	01-10-2020	BNJ	ADDRESS CITY COMMENTS
3	01-10-2020	BNJ	ADDRESS CITY COMMENTS

The Edinburgh Group, LLC
Gibson Springs Phases II & III
Kingsport, Tennessee

Architectural Services
Cain
Rash
West
Architects
130 Regional Park Dr
Kingsport TN 37660
Phn (423) 348-7760
Fax (423) 348-7413
www.cainrashwest.com



dated 01-10-2020
checked BNJ
approved BNJ
drawn BNJ
project no. 10004
drawing title
SANITARY SEWER LAYOUT

C-09

SANITARY SEWER UTILITIES LAYOUT

SCALE 1" = 60'-0"



GRAPHIC SCALE
1" = 60'-0"

CURRENT
PHASE 2
± 11.02 AC.

FUTURE
PHASE 3
± 10.57 AC.

PREVIOUS
PHASE 1

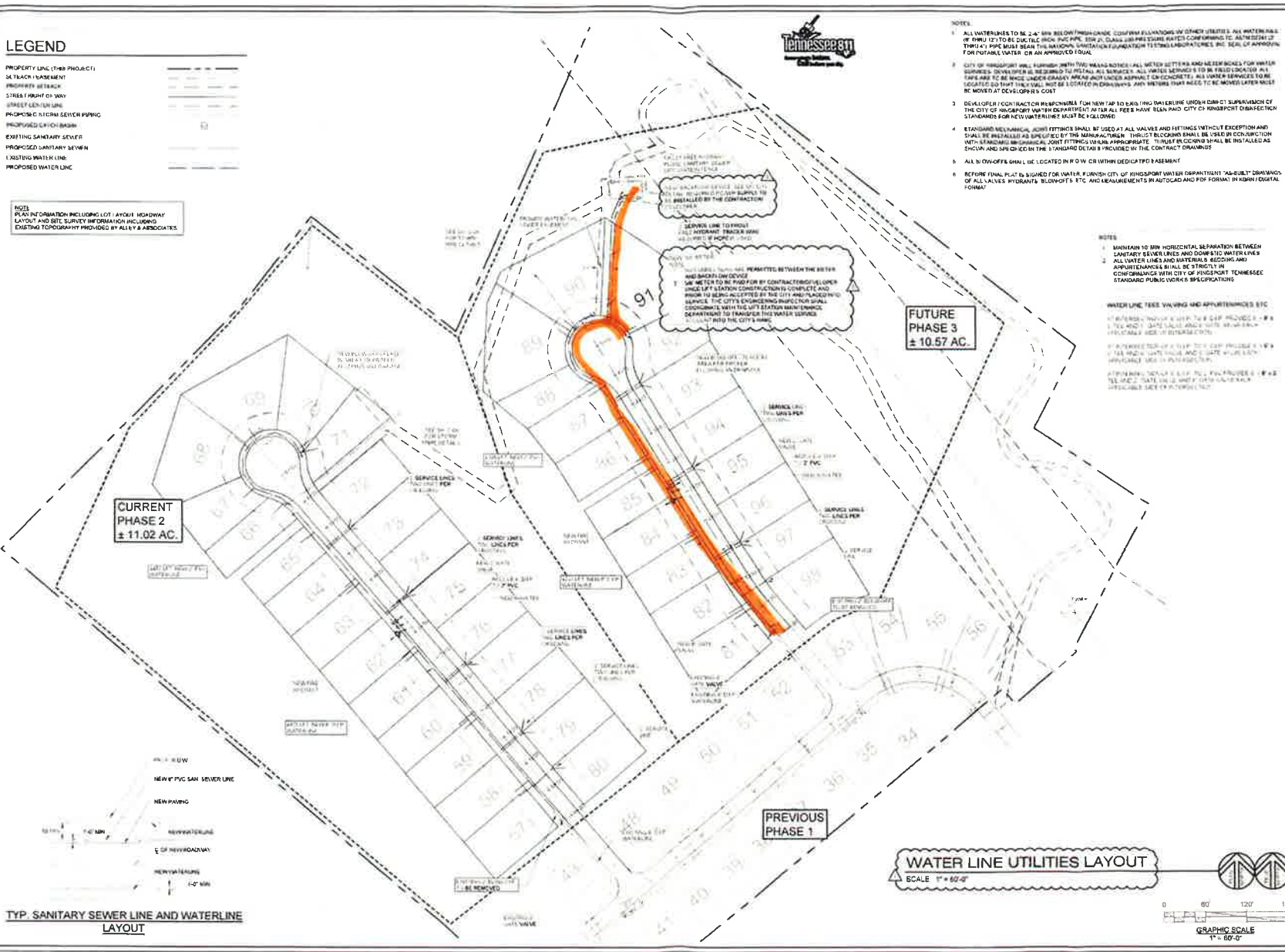
NOTES:
PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY ALLEY ASSOCIATES



LEGEND

PROPERTY LINE (THIS PROJECT)
 SE TRUCK / BASEMENT
 PROPOSED SEWER
 STREET FRONT OF NEW
 STREET CENTER LINE
 PROPOSED 12" DIA. SEWER PIPING
 PROPOSED 6" DIA. SEWER
 EXISTING SANITARY SEWER
 PROPOSED SANITARY SEWER
 EXISTING WATER LINE
 PROPOSED WATER LINE

NOTES:
 PLAN INFORMATION INCLUDING LOT, A/C, ROADWAY
 LAYOUT AND SITE SURVEY INFORMATION INCLUDING
 EXISTING TOPOGRAPHY PROVIDED BY ALLEY & ASSOCIATES



- NOTES:
1. ALL WATERLINES TO BE 2'-4" MIN. BELOW FINISH GRADE. COORDINATE ELEVATIONS WITH OTHER UTILITIES. ALL WATER MAINS OF 12" OR LARGER TO BE DUCTILE IRON PIPE (DIP). 24\"/>

- NOTES:
1. MAINTAIN 10' MIN. HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND DOMESTIC WATER LINES. ALL WATER LINES AND MATERIALS (BEDDING AND APPURTENANCES) SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.
 2. WATER LINE TESTS, VALVING AND APPURTENANCES, ETC. (PERMANENT VALVE LOCATIONS, ETC.) SHALL BE PROVIDED IN A 12\"/>

TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

WATER LINE UTILITIES LAYOUT
 SCALE 1" = 60'-0"



NO.	DATE	REVISION
1	10/10/2020	ISSUED FOR PERMIT
2	10/10/2020	REVISED FOR COMMENTS
3	10/10/2020	REVISED FOR COMMENTS

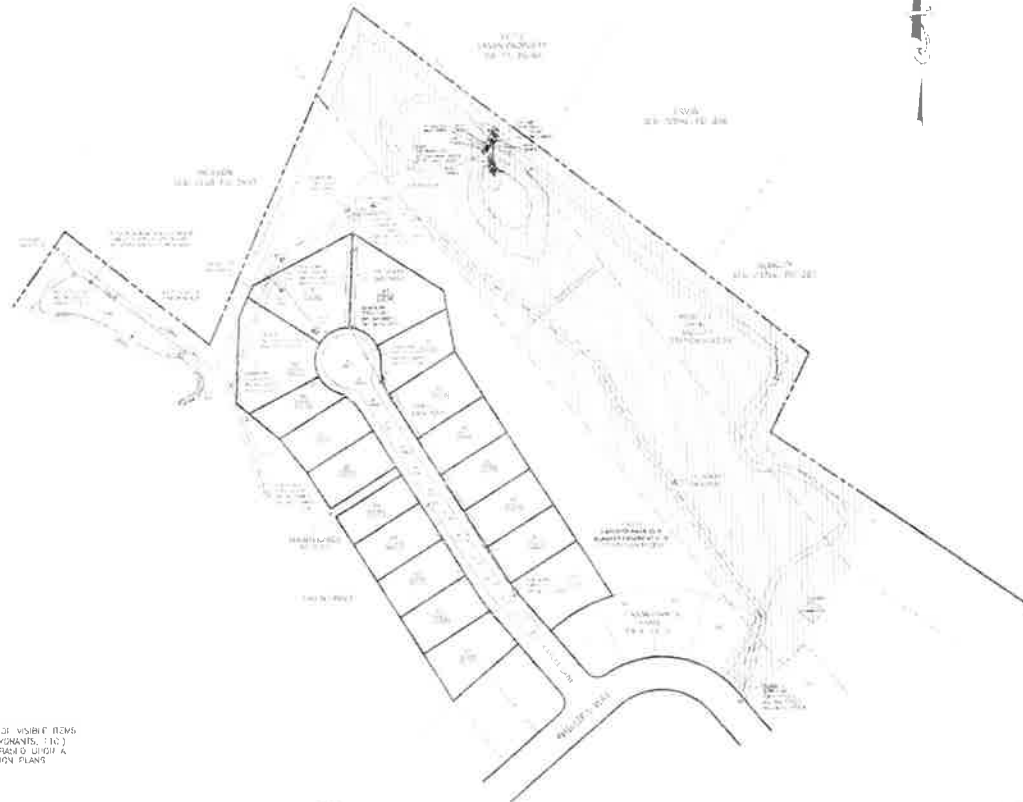
The Edinburg Group, LLC
Gibson Springs Phases II & III
 Kingsport, Tennessee

Architectural Services
Cain Rash West Architects
 150 Regional Park Dr.
 Kingsport, TN 37660
 Ph: (423) 348-7760
 Fax: (423) 348-7415
 www.grwc.com



Issued: 01-10-2020
 checked: BWJ
 approved: BWJ
 drawn: BWJ
 project no: 19204
 drawing name: WATER LINE LAYOUT

C-12



LOCATION MAP

ALL AS-BUILT INFORMATION IS BASED UPON A COMBINATION OF VISUAL ITEMS, MAPS, SURVEY, FIELD OBSERVATIONS, (E. MANHOLE VALVES, HYDRAULICS, ETC.) (NOTES), IT UNDERSTOOD ITEMS ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY. THE COMPANY DOES NOT WARRANT THE ACCURACY OF THIS PLAN.

I, STEPHEN A. JORDAN (IN PL. 215643), CERTIFY THAT I AM AN ENGINEER LICENSED IN THE STATE OF TENNESSEE. I HAVE REVIEWED THE INFORMATION BASED UPON FIELD SURVEY DATA PROVIDED TO ME BY ARLEN ENGINEERING, A STATE OF TENNESSEE REGISTERED LAND SURVEYOR (IN PL. #20446).

BASED ON THE AFOREMENTIONED SURVEY AND TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF, THE SANITARY SEWER, WATERLINE, & STORM SEWER IMPROVEMENTS SHOWN ON THIS PLAN FUNCTION AS INTENDED ON THE APPROVED DESIGN FOR THIS DEVELOPMENT.



STEPHEN A. JORDAN, P.E.

SYMBOL	DESCRIPTION
1/4"	WATER MAIN
1/2"	SEWER MAIN
3/4"	STORM MAIN
1"	WATER MAIN
1 1/2"	SEWER MAIN
2"	STORM MAIN
3"	WATER MAIN
4"	SEWER MAIN
6"	STORM MAIN
8"	WATER MAIN
12"	SEWER MAIN
18"	STORM MAIN
24"	WATER MAIN
36"	SEWER MAIN
48"	STORM MAIN
60"	WATER MAIN
72"	SEWER MAIN
84"	STORM MAIN
96"	WATER MAIN
108"	SEWER MAIN
120"	STORM MAIN
132"	WATER MAIN
144"	SEWER MAIN
156"	STORM MAIN
168"	WATER MAIN
180"	SEWER MAIN
192"	STORM MAIN
204"	WATER MAIN
216"	SEWER MAIN
228"	STORM MAIN
240"	WATER MAIN
252"	SEWER MAIN
264"	STORM MAIN
276"	WATER MAIN
288"	SEWER MAIN
300"	STORM MAIN



ALL INFORMATION IS BASED UPON A COMBINATION OF VISUAL ITEMS, MAPS, SURVEY, FIELD OBSERVATIONS, (E. MANHOLE VALVES, HYDRAULICS, ETC.) (NOTES), IT UNDERSTOOD ITEMS ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY. THE COMPANY DOES NOT WARRANT THE ACCURACY OF THIS PLAN.



ARLEN ENGINEERING, P.C.

STORM, SANITARY SEWER & WATER AS-BUILT
GIBSON SPRINGS - PHASE 3
KINGSPRIDE, TENNESSEE

ARLEN & ASSOCIATES, INC.
ENGINEERS
1000 N. 10TH ST., SUITE 100
KINGSPRIDE, TN 37083
TEL: 615-396-1111
FAX: 615-396-1112
WWW.ARLEN-INC.COM

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	16	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 230	206	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020				Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	45	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	21	20	\$44,680.99	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	42	41	\$66,603.46	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 64	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
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Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	4	3	\$70,967.77	Closed
TOTAL		921	\$1,214,225.48		578	523	\$1,165,977.77	

Revised 03/24/21



AGENDA ACTION FORM

Authorize the Reimbursement of Materials Agreement Funds to The Edinburgh Group, LLC for the Gibson Springs Phase 2 Development

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

Action Form No.: AF-107-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: David Harris
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

In an effort to promote smart growth and infill development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, the BMA entered into Materials Agreements with The Edinburgh Group, LLC related to Edinburgh Gibson Springs Phase 2 (AF-90-2020) in the amount of \$28,924.56. Upon construction adjustment due to sales tax, and close out of the necessary materials, the developer is due \$26,415.12.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 578 Building Permits and 523 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Closeout Worksheet
3. Location Maps
4. As-Built Drawing
5. Development Chart

Funding source appropriate and funds are available: *aw*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REIMBURSEMENT OF
MATERIALS AGREEMENT FUNDS TO EDINBURG GROUP, LLC
FOR GIBSON SPRINGS PHASE 2

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Edinburg Group, LLC entered into a Materials Agreement in the total amount of \$28,924.56, with the city for provision of certain water and sewer materials by the city for Gibson Springs, Phase 2; and

WHEREAS, upon construction, adjustment due to sales tax, and close out of the necessary materials the developer is due reimbursement funds in the amount of \$26,415.12 for Gibson Springs, Phase 2; and

Now, therefore,

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

SECTION I. That reimbursement of Material Agreement funds to Edinburg Group, LLC in the amount of \$26,415.12 for Gibson Springs, Phase 2, is approved.

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

ADOPTED this the 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Materials Agreement

Project: Gibson Springs Phase 2
 Date: April 6, 2021
 Developer: The Edinburgh Group, LLC

File No.: 2020-D7

Water Line

Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	20.00	Joints	\$337.14	\$6,742.80
42120	4' Bury Hydrant	1.00	each	\$1,639.17	\$1,639.17
42325	6" MJ Gate Valve	1.00	each	\$495.17	\$495.17
43031	8x8x6 Anchor Tee	1.00	each	\$105.31	\$105.31
42845	6" x 18" MJ Anchor Coupling	1.00	each	\$92.00	\$92.00
41794	8" Plug w/ 2" Tap	1.00	each	\$51.95	\$51.95
Project #	WA2053				
Expense To:					
Project Total	451-0000-605-9003				\$9,126.40
Sales Tax	451-0000-207-0201			9.50%	\$867.01
Total Cost Including Tax					\$9,993.41
Amount Paid and Receipted To:					
Contractor Paid	451-0000-208-1250				\$9,126.40
Sales Tax:	451-0000-207-0201			9.50%	\$867.01
Total Cost Including Tax					\$9,993.41
Sales Tax Adjustment					\$0.00
Water	Refund Due Developer				\$9,126.40



Materials Agreement

Project: Gibson Springs Phase 2
 Date: April 6, 2021
 Developer: The Edinburgh Group, LLC

File No.: 2020-D7

Sanitary Sewer

Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	111.00	Joints	\$46.62	\$5,174.82
45057	8" x 6" Tee Wye gsktd Sewer	24.00	each	\$38.90	\$933.60
45112	Manhole Frame & Covers V-1312-44	10.00	each	\$237.23	\$2,372.30
45226	Manhole Base (24") w/ Invert	10.00	each	\$550.00	\$5,500.00
45223	Manhole Concrete 16" Riser (48")	1.00	each	\$135.00	\$135.00
45224	Manhole Concrete 32" Riser (48")	3.00	each	\$240.00	\$720.00
45219	Manhole Concrete 16" Concrete Cone	9.00	each	\$170.00	\$1,530.00
45221	Manhole Concrete 24" Concrete Cone	1.00	each	\$197.00	\$197.00
45229	Manhole Concrete 2" Grade Ring	2.00	each	\$31.00	\$62.00
45230	Manhole Concrete 4" Grade Ring	1.00	each	\$41.00	\$41.00
45231	Manhole Concrete 6" Grade Ring	7.00	each	\$57.00	\$399.00
45203	Extra Boot Charge	4.00	each	\$56.00	\$224.00
Project #	SW2053				
Expense To:					
Project Total	452-0000-606-9003				\$17,288.72
Sales Tax	452-0000-207-0201			9.50%	\$1,642.43
	Total Cost Including Tax				\$18,931.15
Amount Paid and Received To:					
Contractor Paid	452-0000-208-1250				\$17,288.72
Sales Tax:	452-0000-207-0201			9.50%	\$1,642.43
	Total Cost Including Tax				\$18,931.15
	Sales Tax Adjustment				\$0.00
Sewer	Refund Due Developer				\$17,288.72
				Total Refund	\$26,415.12

All parties signing this document agree that the items listed, along with their quantities, were received, used and/or returned as shown on this document. Any items due to the City of Kingsport must be received before the materials agreement between the City of Kingsport and the developer is closed out.

City of Kingsport Warehouse:

Date:

3/26/2021

City of Kingsport Inspector:

Date:

3-25-21

Developer:

Date:

3-26-21



Gibson Springs

Phases II and III

INDEX OF DRAWINGS

C-00	SITE/CIVIL PACKAGE COVER SHEET
C-01	OVERALL SITE PLAN
C-02	ROADWAY PLAN & PROFILE - PH 1
REV 2	ROADWAY PLAN & PROFILE - PH 2
C-04	ROADWAY DETAILS
REV 3	C-05 GRADING AND DRAINAGE PLAN
C-06	DRAINAGE PATH - EXISTING
C-07	DRAINAGE PATH - PROPOSED
C-08	DRAINAGE - STORMWATER PLAN
REV 3	C-09 SANITARY SEWER PLAN
C-10	SANITARY SEWER PROFILES
REV 2	C-11 SANITARY SEWER DETAILS
C-12	LIFT STATION & MISC. PATH DETAILS
REV 3	C-13 WATERLINE LAYOUT PLAN
REV 3	C-12 WATERLINE DETAILS
C-14	EROSION CONTROL PLAN - EXISTING
C-15	EROSION CONTROL PLAN - INTERMEDIATE
C-16	EROSION CONTROL PLAN - FINAL
C-17	EROSION CONTROL DETAILS
C-18	EROSION CONTROL DETAILS

NO	Date	Rev	Rev
1	10-10-20	ADDRESS CITY COMMENTS	Rev1
2	10-08-21	ADDRESS CITY COMMENTS	Rev2
3	10-10-20	ADDRESS CITY COMMENTS	Rev3

The Edinburgh Group, LLC
Gibson Springs Phases II & III
Kingsport, Tennessee



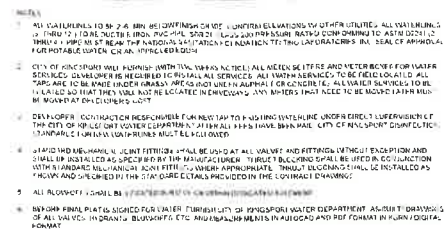
**Cain
Rash
West**
Architects

Phn (423) 349-7760
Fax (423) 349-7413
www.grcinc.com

C-00

PROPOSED LINES, 1"=60' PROJECT
RETAIL/REASONABLE
PROPERTY SETBACK
1"=20' (Project of 100' or less)
1"=30' (Project of 150' or less)
PROPOSED RETAIL/REASONABLE
PROPERTY SETBACK
EXISTING SANITARY SEWER
PROPOSED SANITARY SEWER
EXISTING WATER LINE
PROPOSED WATER LINE

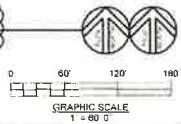
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FUTURE
PHASE 3
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PREVIOUS
PHASE 1

WATER LINE UTILITIES LAYOUT



TYP. SANITARY SEWER LINE AND WATERLINE LAYOUT

The Edinburgh Group, LLC
Gibson Springs Phases II & III
Kingsport, Tennessee

**Cain
Rash
West** Architects
Architectural
Services

130 Regional Park Dr
Kingsport TN 37660
Phn (423) 349-7760
Fax (423) 349-7413
www.crcnc.com



issue#	01-10-2020
checked	BWJ
approved	BWJ
drawn	BWJ
project no.	19204
drawing name	
WATER LINE LAYOUT	

C-12



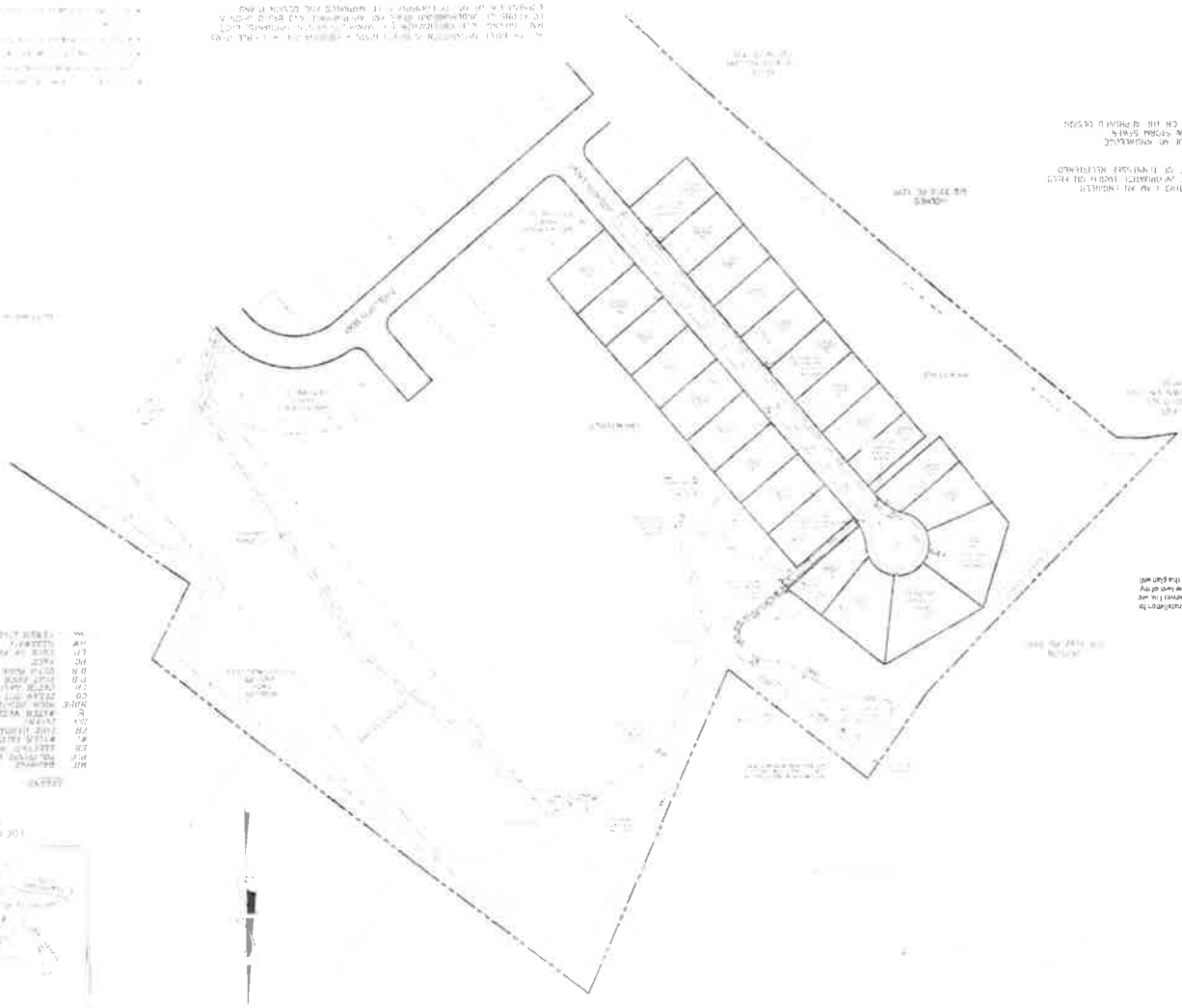
THIS PLAN IS PREPARED FOR THE PROJECT OF THE CITY OF KINGS-
PORT, TENNESSEE, AND IS NOT TO BE USED FOR ANY OTHER PROJECT
WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER
DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED
HEREON, NOR DOES HE GUARANTEE THE COMPLETION OF THE PROJECT
WITHIN THE TIME FRAME ESTIMATED. THE ENGINEER'S RESPONSIBILITY
IS LIMITED TO THE DESIGN OF THE SANITARY SEWER SYSTEM AS
SHOWN ON THIS PLAN.



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STORM, SANITARY SEWER & WATER AS BUILT
GIBSON SPRINGS - PHASE 2
KINGSPORT, TENNESSEE

STORM, SANITARY SEWER & WATER AS BUILT
GIBSON SPRINGS - PHASE 2
KINGSPORT, TENNESSEE

STORM, SANITARY SEWER & WATER AS BUILT
GIBSON SPRINGS - PHASE 2
KINGSPORT, TENNESSEE

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	16	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 230	206	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020				Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	45	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	21	20	\$44,680.99	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	42	41	\$66,603.46	Closed
	Anchor Point – Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 64	56	\$31,518.06	Closed
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Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
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Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
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Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	4	3	\$70,967.77	Closed
	TOTAL	921	\$1,214,225.48		578	523	\$1,165,977.77	

Revised 03/24/21



AGENDA ACTION FORM

Equipment Rental for Landfill Closure

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

Action Form No.: AF-87-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on January 12, 2021 for rental of heavy equipment to be used as part of the C & D Landfill Phase 1 Area 2 Closure project. The equipment consists of a dozer and compactor for the city to self-perform the grading preparation for closure of Area 2. Rental of this equipment rental is necessary due to the city doesn't own a compactor, and the dozer is essential in keeping the normal day to day operations going while we perform the closure.

It is more cost effective for city personnel to perform the construction for the Landfill closure with leased equipment, therefore it is recommended to award the equipment rental to Stowers Machinery in the amount of \$74,260.00 for in-house use at the city's Landfill.

Funding is available and identified in DL2000.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. 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 AWARDING 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

WHEREAS, bids were opened January 12, 2021, for the rental of heavy equipment to be used as part of the C & D Landfill Phase 1 Area 2 Closure project; and

WHEREAS, the equipment consists of a dozer and compactor for the city to self-perform the grading preparation for closure of Area 2, and rental of this equipment is essential in keeping the normal day to day operations going while the closure is performed; and

WHEREAS, upon review of the bids, the board finds Stowers Machinery is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to rent heavy equipment including a dozer and a compactor from Stowers Machinery in the amount of \$74,260.00; and

WHEREAS, funding is identified in account # DL2000.

Now therefore,

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

SECTION I. That the bid for the rental of heavy machinery including a dozer and a compactor, in the amount of \$74,260.00 is awarded to Stowers Machinery, and the city manager is authorized to execute a 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 6th 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

January 12, 2021

4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall

The Procurement Manager opened with the following bids:

HEAVY EQUIPMENT RENTAL FOR LANDFILL CELL CLOSURE		
Vendor:	Total Cost:	Comments:
Heavy Machines Inc.	\$15,000.00	Add - Insurance Fee 7 weeks \$1,568.00. Insurance Fee 9 week \$2,016.00. *Did not bid dozer rental.
Stowers Machinery	\$74,260.00	Customer will provide own insurance.

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



BARGE
DESIGN SOLUTIONS

Four Shelden Square / Suite 100 / Kingsport, Tennessee 37660
PHONE (423) 247-0225 / FAX (423) 247-0230

EXHIBIT

KINGSPORT C & D LANDFILL
PHASE 1 AREA 2 CLOSURE
KINGSPORT, TENNESSEE

DRAWN BY:

DH

CHECKED BY:

EL

DRAWING NO.:

1 of 1

PROJECT NO.:

36793-03

DATE:

12-04-2020



AGENDA ACTION FORM

Award of Bid to American Environmental, LLC for the Kingsport Demolition Landfill Phase 1 Area 2 Closure Project

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

Action Form No.: AF-96-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

Bids were opened on March 4, 2021 for clay cap material to be used at the Demolition Landfill Phase 1 Area 2 Closure Project. The Demolition Landfill is an essential component of the City's effort to manage construction and yard waste. The closure work includes the installation of a protective clay cap and topsoil over the completed cell. This cell has actively served the community for 16 years.

Bidders were required to submit geotechnical testing data with their bids for evaluation. The evaluation of the data identified American Environmental, LLC Clay Cap Material as the most qualified material to use on this project exceeding the regulatory requirement for permeability.

It is recommended to award the bid to American Environmental, LLC in the amount of \$223,080.00 for clay cap material to be used for the Demolition Landfill Phase 1 Area 2 Closure Project. Funding is available and identified in DL2000.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Location Map

Funding source appropriate and funds are available: *fm*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR THE KINGSPORT
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

WHEREAS, bids were opened March 4, 2021, for the clay cap material to be used at the
Demolition Landfill Phase 1 Area 2 Closure Project; and

WHEREAS, upon review of the bids, the board finds American Environmental, LLC is the
lowest responsible compliant bidder meeting specifications for the particular grade or class of
material, work or service desired and is in the best interest and advantage to the city, and the City of
Kingsport desires to enter into a contract for the purchase of the material for the protective clay cap
and topsoil over the completed cell for the Demolition Landfill Phase 1 Area 2 Closure Project, from
American Environmental, LLC at an estimated cost of \$223,080.00; and

WHEREAS, funding is identified in project numbers DL2000;

Now therefore,

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

SECTION I. That the bid for the Demolition Landfill Phase 1 Area 2 Closure Project, for
the purchase of the material for the protective clay cap and topsoil over the completed cell at an
estimated cost of \$223,080.00, is awarded to American Environmental, LLC, and the mayor is
authorized to execute an agreement for same and all documents necessary and proper to effectuate
the purpose of the agreement.

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

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

ADOPTED this the 6th 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

March 4, 2021

4:00 P.M.

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

The Bid Opening was held in the Council Room, City Hall

The Procurement Manager opened with the following bids:

City of Kingsport C&D Landfill Area 2 Closure Project Clay Cap Material		
Vendor:	Clay Cap Material Total:	Add Alternates - Earthwork total
American Environmental, LLC	\$223,080.00	\$268,190.00
Glass Machinery & Excavation, Inc.	\$338,448.00	\$198,722.50
Baker's Construction & Excavation, Co.	\$434,280.00	\$199,420.28

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



BARGE
DESIGN SOLUTIONS

Four Shields Square # Suite 100 # Kingsport, Tennessee 37690
PHONE: (423) 247-2675 # FAX: (423) 247-4233

EXHIBIT

KINGSPORT C & D LANDFILL
PHASE 1 AREA 2 CLOSURE
KINGSPORT, TENNESSEE

DRAWN BY:
DH

CHECKED BY:
EL

DRAWING NO.:

1 of 1

PROJECT NO.:

36793-03

DATE:

12-04-2020



AGENDA ACTION FORM

Purchase Water Meters for Advanced Metering Infrastructure (AMI) Upgrade

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

Action Form No.: AF-97-2021
 Work Session: April 5, 2021
 First Reading: NA

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

Recommendation:

Approve the Resolution.

Executive Summary:

This resolution will authorize the City Manager to enter into a purchase order with Core and Main for the purchase of Master Meter water meters. These meters will be used as part of our water meter infrastructure replacement program. The decision to continue with Master Meter is based on continuity, compatibility, flexibility in migration, and the ability to utilize newer technology meters within our system.

Standardization of water infrastructure and consistency of materials and equipment is important in maintaining our system. Therefore it is recommended to approve this purchase to Core and Main in the total amount of \$1,863,686.20, and also request this award be approved for all water meters from this point forward. These purchases will be made on an as needed basis, and only if sufficient funding is available for future fiscal years.

Funding is available and identified in WA2008.

Attachments:

1. Resolution
2. Proposal
3. City Manager Approved Memo
4. Core and Main Letter

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

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASE ORDER FOR MASTER METER WATER
METERS TO CORE & MAIN LP

WHEREAS, in August 2020, the board approved the purchase of Master Meter water meters from Core & Main LP in the amount of \$915,273.46 and requested approval of the award for all water meters in the future, with purchases to be made on an as needed basis, and only if sufficient funding is available for future fiscal years; and

WHEREAS, Core & Main is the sole supplier for Master Meter in this geographical area; and

WHEREAS, Master Meter is a proprietary system that works only with Master Meter water meters and the Master Meter automated reading software and system; and

WHEREAS, the meters will be used as part of the city's water meter infrastructure replacement program to replace Master Meter meters that no longer operate properly; and

WHEREAS, the city manager finds that Core & Main is the sole source for the proprietary system of the Master Meter and is needed for continuity, compatibility, flexibility in migration, and the ability to utilize newer technology meters within the city's automated meter reading system; and

WHEREAS, at this time, the city would like to purchase additional Master Meter water meters from Core & Main, LP in the amount of \$1,863,686.20; and

WHEREAS, funding is identified and available in WA2008.

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 Core & Main LP for the purchase of Master Meter water meters in the amount of \$1,863,686.20 and authorized to execute purchase orders for all water meters from this point forward, with purchases to be made on an as needed basis, and only if sufficient funding is available for future fiscal years.

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 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNE



Bid Proposal for Kingsport Allegro Spring 2021

CUSTOMER	KINGSPORT, CITY OF STOCK 1213 KONNAROCK KINGSPORT, TN 37660	Job Kingsport Allegro Spring 2021 Bid Date: 03/31/2021 Bid #: 1714793
	Sales Representative Terry Spencer (M) 865-206-2924 (T) 865-546-3225 (F) 865-546-3448 Terry.Spencer@coreandmain.com	Core & Main 5905 Old Rutledge Pike Knoxville, TN 37924 (T) 865-546-3225
CONTACT		
NOTES		



Bid Proposal for Kingsport Allegro Spring 2021

KINGSPORT, CITY OF
Bid Date: 03/31/2021
Core & Main 1714793

Core & Main
5905 Old Rutledge Pike
Knoxville, TN 37924
Phone: 865-546-3225
Fax: 865-546-3448

Seq#	Qty	Description	Units	Price	Ext Price
10	10000	B12-A31-A15-0101A-1	EA	178.30	1,783,000.00
20		5/8X3/4 ALLEGRO METER			
30	300	B16-A31-A15-0101A-1	EA	231.61	69,483.00
40		1" ALLEGRO METER			
50	30	M21-A00-A15-0101A-1	EA	373.44	11,203.20
60		1.5" ALLEGRO BRONZE BOTTOM			
				Sub Total	1,863,686.20
				Tax	0.00
				Total	1,863,686.20

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Office of the Deputy City Manager

225 West Center Street • Kingsport, TN 37660 • 423-229-9471

RyanMcReynolds@KingsportTN.gov

To: Chris McCartt, City Manager
From: Ryan McReynolds, Deputy City Manager
Date: March 23, 2021
RE: Water Meter Replacements

In the past, the City transitioned from manually read water meters to a much more efficient method, Automatic Meter Reading (AMR) meters. Through the transition process the City standardized water meter to a proprietary system provided by Master Meter. Over the past few years, as AMR meters have needed replacement, the City has replaced the AMR meters with Advanced Metering Infrastructure (AMI) meters. While both AMR and AMI meters are able to transmit to a mobile receiver in a service vehicle, AMI meters prepare the City to read meters via a "fixed base" system. This current transition over time will enhance the City's customer service level by allowing customer service representatives to retrieve real-time information regarding usage.

As part of this current transition and as part of the City's routine replacement of water meters, it is staff's recommendation to purchase 5,000 Master Meter water meters from Core & Main, Master Meter's distributor.

The recommendation to continue utilizing Master Meter is based on the following rationale:

- Standardization of proprietary equipment for maintenance and replacement
- Compatibility with existing meter reading equipment and proprietary software
- Elimination for the need of multiple pieces meter reading equipment to be located in the service vehicle and ultimately throughout the throughout the City's service area upon full transition to AMI.
- Elimination of multiple software programs needed to collect and translate data with the City's Billing System.
- Ability to transition from AMR to AMI with consistent reading equipment and software

City Code Section 2-599 permits the City Manager to enter into a one source contract when it is determined to be in the best interest of the City of Kingsport. It is my recommendation the purchase of the Master Meter water meters is in the best interest of the City of Kingsport for the reasons listed above.

If you are in agreement with this recommendation your signature of approval is needed for documentation. Please feel free to contact me should you have any questions or concerns.

Approved

Date 3-24-2021



March 17, 2021

City of Kingsport, TN
1213 Konnarock Rd.
Kingsport, TN 37664

To Whom It May Concern:

This letter is to inform you that Core & Main is currently Master Meter's exclusive and only approved distributor in the state of Tennessee. All pricing, inquiries and sales opportunities of Master Meter products must be handled through Core & Main.

Core & Main was selected as our exclusive distributor due to their location and willingness to maintain inventory, which allows them to better service Master Meter customers in that area. They have made a commitment to stocking products for the various customers in the area and to providing ongoing support and the sales effort needed to grow our business.

Exclusive agreements are very common in our industry today due to the complexity of products being sold. The knowledge needed to properly support a product line such as water meters and electronics is essential to servicing our customers. Working exclusively with one distributor in an area makes it easier to properly track the movement of product and is critical to our ability to respond when a problem occurs.

Please feel free to contact me if you should have any questions. Master Meter and Core & Main look forward to having the opportunity to work with you and thank you for your business.

Respectfully,

A handwritten signature in black ink that reads 'Brandon Foster'.

Brandon Foster
Vice President of Sales – Eastern Region
Master Meter Inc.
bfoster@mastermeter.com
Office (817) 842-8108
Cell (706) 594-5763

cc: Scott Bradley, RSM



Office of the Deputy City Manager

225 West Center Street • Kingsport, TN 37660 • 423-229-9471

RyanMcReynolds@KingsportTN.gov

To: Chris McCartt, City Manager
From: Ryan McReynolds, Deputy City Manager
Date: March 23, 2021
RE: Water Meter Replacements

In the past, the City transitioned from manually read water meters to a much more efficient method, Automatic Meter Reading (AMR) meters. Through the transition process the City standardized water meter to a proprietary system provided by Master Meter. Over the past few years, as AMR meters have needed replacement, the City has replaced the AMR meters with Advanced Metering Infrastructure (AMI) meters. While both AMR and AMI meters are able to transmit to a mobile receiver in a service vehicle, AMI meters prepare the City to read meters via a "fixed base" system. This current transition over time will enhance the City's customer service level by allowing customer service representatives to retrieve real-time information regarding usage.

As part of this current transition and as part of the City's routine replacement of water meters, it is staff's recommendation to purchase 5,000 Master Meter water meters from Core & Main, Master Meter's distributor.

The recommendation to continue utilizing Master Meter is based on the following rationale:

- Standardization of proprietary equipment for maintenance and replacement
- Compatibility with existing meter reading equipment and proprietary software
- Elimination for the need of multiple pieces meter reading equipment to be located in the service vehicle and ultimately throughout the throughout the City's service area upon full transition to AMI.
- Elimination of multiple software programs needed to collect and translate data with the City's Billing System.
- Ability to transition from AMR to AMI with consistent reading equipment and software

City Code Section 2-599 permits the City Manager to enter into a one source contract when it is determined to be in the best interest of the City of Kingsport. It is my recommendation the purchase of the Master Meter water meters is in the best interest of the City of Kingsport for the reasons listed above.

If you are in agreement with this recommendation your signature of approval is needed for documentation. Please feel free to contact me should you have any questions or concerns.

Approved

Date 3-24-2021



March 17, 2021

City of Kingsport, TN
1213 Konnarock Rd.
Kingsport, TN 37664

To Whom It May Concern:

This letter is to inform you that Core & Main is currently Master Meter's exclusive and only approved distributor in the state of Tennessee. All pricing, inquiries and sales opportunities of Master Meter products must be handled through Core & Main.

Core & Main was selected as our exclusive distributor due to their location and willingness to maintain inventory, which allows them to better service Master Meter customers in that area. They have made a commitment to stocking products for the various customers in the area and to providing ongoing support and the sales effort needed to grow our business.

Exclusive agreements are very common in our industry today due to the complexity of products being sold. The knowledge needed to properly support a product line such as water meters and electronics is essential to servicing our customers. Working exclusively with one distributor in an area makes it easier to properly track the movement of product and is critical to our ability to respond when a problem occurs.

Please feel free to contact me if you should have any questions. Master Meter and Core & Main look forward to having the opportunity to work with you and thank you for your business.

Respectfully,

A handwritten signature in black ink that reads 'Brandon Foster'.

Brandon Foster
Vice President of Sales – Eastern Region
Master Meter Inc.
bfoster@mastermeter.com
Office (817) 842-8108
Cell (706) 594-5763

cc: Scott Bradley, RSM



AGENDA ACTION FORM

Amend Agreement with Cartegraph Systems, LLC

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

Action Form No.: AF-105-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: M. Thompson / K. Steach
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution.

Executive Summary:

On May 19, 2020 the agreement with Cartegraph Systems, LLC was renewed for the operations management system for asset management (AF-105-2020). Through the years of using the operations management system (OMS) we continue making great strides in how we manage our work and track our assets. Customization of the system is available meeting the needs for various city departments. Reports are accessible tracking numerous components related to our assets. The public also has the opportunity to report issues, and the ability to be notified of the progress made or completion of their request through a component of Cartegraph Systems, LLC known as SeeClickFix.

It is requested to amend the agreement with Cartegraph Systems, LLC integrating SeeClickFix with our Community Development Software (TRAKiT) in the total amount of \$11,250.06. The amount of \$1,250.06 is prorated for the period of 05/01/21 – 07/30/21. The remainder will be distributed over a two (2) year period in annual installments of \$5,000.00. By integrating SeeClickFix with TRAKiT this will provide citizens the availability to report building and code related issues, streamlining the process to one webpage / app.

Funding is available and identified in NC2021.

Attachments:

1. Resolution
2. Agreement

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

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING 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

WHEREAS, in May, 2020, the board approved a resolution authorizing the mayor to sign the renewal of the agreement with Cartegraph Systems, LLC, for the operations management system for asset management; and

WHEREAS, the system works with various departments allowing better tracking of the city's assets, and allowing the public the opportunity to report issues, and notification of the progress made or the completion of their request through a component of Cartegraph Systems, LLC, known as SeeClickFix; and

WHEREAS, the city would like to amend the agreement with Cartegraph Systems, LLC integrating SeeClickFix with the city's Community Development Software (TRAKiT), which will provide citizens the availability to report building and code related issues and streamlining the process to one webpage/app; and

WHEREAS, the amendment is for the total amount purchase price of \$11,250.06, with \$1,250.06 payable for the period of May 1, 2021, through July 30, 2021, and the remainder of the purchase price paid in two (2) annual installments of \$5,000.00 each; and

WHEREAS, funding is available and identified in NC2021.

Now therefore,

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

SECTION I. That an amendment to the agreement with Cartegraph Systems, LLC, as amended by the city's addendum to the Solutions Agreement found at <https://www.Cartegraph.com/solutions-agreement>, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the agreement Cartegraph Systems, LLC, and the city's addendum to the Solutions Agreement found at <https://www.Cartegraph.com/solutions-agreement>, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

City of Kingsport
Cartegraph Solutions Purchase Agreement

PA#: PA-004662
Amendment to PA#: PA-2519
Date Prepared: 3/22/2021
Date of Expiration: 4/21/2021

For any questions or assistance, please contact:
Ryan Lucia Account Manager Phone: 563-557-3374

Mobile: +1 5866510059
Email: ryanlucia@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962
http://www.cartegraph.com
Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Kingsport (hereinafter referred to as "City of Kingsport", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

City of Kingsport
Accounts Payable
225 W. Center St.
Kingsport, TN 37660

LICENSEE ADDRESS:

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

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - Not Used
ADDENDUM B - Not Used
ADDENDUM C - SOLUTIONS AGREEMENT can be found at
<https://www.Cartegraph.com/solutions-agreement>
ADDENDUM D - Not Used
ADDENDUM E - Not Used
ADDENDUM F - Not Used

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 5/1/2021 - 7/30/2021 -

Subscription

No.	Product	Code	Quantity	Price
1	SCF Integrations SCF Connector for TRAKiT	SCFINT	1	USD 1,250.06
Term 1 - 5/1/2021 - 7/30/2021 - Subscription TOTAL:				USD 1,250.06

Term 2 - 7/31/2021 - 7/30/2022 -

Subscription

No.	Product	Code	Quantity	Price
1	SCF Integrations SCF Connector for TRAKiT	SCFINT	1	USD 5,000.00
Term 2 - 7/31/2021 - 7/30/2022 - Subscription TOTAL:				USD 5,000.00

Term 3 - 7/31/2022 - 7/30/2023 -

Subscription

No.	Product	Code	Quantity	Price
1	SCF Integrations SCF Connector for TRAKiT	SCFINT	1	USD 5,000.00
Term 3 - 7/31/2022 - 7/30/2023 - Subscription TOTAL:				USD 5,000.00

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 1,250.06
Total Term 2	USD 5,000.00

Total Term 3	USD 5,000.00
Total Term 4	USD 0.00
Total Term 5	USD 0.00

Investment Notes:

The pricing listed above:

- Does not include any applicable sales tax.
- Does not include any applicable Esri ArcGIS licenses.
- Is in U.S. Dollars.
- Is valid through 4/21/2021

This Purchase Agreement is an amendment add-on to #PA2519 executed between Cartegraph Systems LLC and the City of Kingsport, TN.

- Adding trakit Integration

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees in U.S. Dollars as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered your notification for Cartegraph to proceed. Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement unless indicated differently in the Investment Notes.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement.

Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$1,250.06
- Term 2: \$5,000.00
- Term 3: \$5,000.00

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



City of Kingsport

Cartegraph Solutions

Purchase Agreement

PA#: PA-004662
Amendment to PA#: PA-2519
Date Prepared: 3/22/2021
Date of Expiration: 4/21/2021

For any questions or assistance, please contact:

Ryan Lucia
Account Manager
Phone: 563-557-3374
Mobile: +1 5866510059
Email: ryanlucia@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Kingsport (hereinafter referred to as "City of Kingsport", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

City of Kingsport
Accounts Payable
225 W. Center St.
Kingsport, TN
37660

LICENSEE ADDRESS:

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

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - Not Used

ADDENDUM B - Not Used

ADDENDUM C - SOLUTIONS AGREEMENT can be found at <https://www.Cartegraph.com/solutions-agreement>

ADDENDUM D - Not Used

ADDENDUM E - Not Used

ADDENDUM F - Not Used

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 5/1/2021 - 7/30/2021 - Subscription

No.	Product	Code	Quantity	Price
1	SCF Integrations SCF Connector for TRAKiT	SCFINT	1	USD 1,250.06
Term 1 - 5/1/2021 - 7/30/2021 - Subscription TOTAL:				USD 1,250.06

Term 2 - 7/31/2021 - 7/30/2022 - Subscription

No.	Product	Code	Quantity	Price
1	SCF Integrations SCF Connector for TRAKiT	SCFINT	1	USD 5,000.00
Term 2 - 7/31/2021 - 7/30/2022 - Subscription TOTAL:				USD 5,000.00

Term 3 - 7/31/2022 - 7/30/2023 - Subscription

No.	Product	Code	Quantity	Price
1	SCF Integrations SCF Connector for TRAKiT	SCFINT	1	USD 5,000.00
Term 3 - 7/31/2022 - 7/30/2023 - Subscription TOTAL:				USD 5,000.00

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 1,250.06
Total Term 2	USD 5,000.00
Total Term 3	USD 5,000.00
Total Term 4	USD 0.00
Total Term 5	USD 0.00

Investment Notes:

- The pricing listed above:
 - Does not include any applicable sales tax.
 - Does not include any applicable Esri ArcGIS licenses.
 - Is in U.S. Dollars.
 - Is valid through 4/21/2021
- This Purchase Agreement is an amendment add-on to #PA2519 executed between Cartegraph Systems LLC and the City of Kingsport, TN.
 - Adding trakit Integration

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees in U.S. Dollars as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered your notification for Cartegraph to proceed. Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement unless indicated differently in the Investment Notes.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$1,250.06
- Term 2: \$5,000.00
- Term 3: \$5,000.00

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

City of Kingsport:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____



AGENDA ACTION FORM

Contract Renewal with CareHere as the Provider of Health, Wellness and Occupational Medicine Clinic Services

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

Action Form No.: AF-98-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: S. Baumgardner
 Presentation By: G. DeCroes

Recommendation:

Approve the Resoultion.

Executive Summary:

In our efforts of promoting and maintaining a healthy workforce, the City of Kingsport has provided an onsite clinic to employees' CareHere has provided these services to the city since 2013.

In April of 2018, a request for proposals was advertised. At that time CareHere was awarded a three year contract and agreed to continue their services fees at the same rate that they have charged since 2013. The rate held for the three year contract. In addition the rate was held for two additional renewal years should the City choose. We propose to renew the first year option for FY22. All additional expenses will continue to be transparent and pass-through with no markup.

Attachments:

1. Resolution
2. CareHere Contract Renewal Letter

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

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

WHEREAS, in 2018, the bid for a provider of health, wellness, and occupational medical clinic was awarded to CareHere, LLC, d/b/a CareHere Management, PLLC, for the amount of \$755,620.00; and

WHEREAS, the agreement was for three years with two additional renewal years at the same the rate should the city choose to renew; and

WHEREAS, the city would like to renew the agreement with CareHere, LLC, d/b/a CareHere Management, PLLC in the amount of \$755,620.00, for FY22; and

WHEREAS, funding is identified in the FY2 budget.

Now therefore,

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

SECTION I. That the renewal of the agreement with CareHere, LLC, d/b/a CareHere Management, PLLC for FY22 at a cost of \$755,620.00 is approved.

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 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Phone : +(877) 423-1330

Web : CareHere.com

Address : 5500 Maryland Way, Suite 120, Brentwood, TN
37027

3/12/2021

City of Kingsport, TN
Attn: George DeCroes
225 W. Center St.
Kingsport, TN 37660

Re: Notice of Renewal

Dear George DeCroes,

This letter is to confirm the automatic renewal of the **CareHere Management, PLLC City of Kingsport, TN Medical Services Agreement** dated July 27, 2018.

Pursuant to Section 3.01, the initial term was for three (3) years with two (2) annual renewals. Following the initial term, the Agreement is automatically renewed for the first Renewal Period of one (1) year. This notice is to confirm the first automatic renewal will begin July 27, 2021 and be governed by the same terms and conditions as the above-mentioned agreement.

We are honored to have worked with you and hope to continue providing on-site medical services to the employees of the City of Kingsport, TN.

Sincerely,

Nathaniel F. Dallas
Director of Legal & Compliance
CareHere, LLC



AGENDA ACTION FORM

Amend the Current Healthways Provider Agreement between Tivity Health Services LLC and the City of Kingsport in Order to Include the Aquatic Center.

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

Action Form No.: AF-99-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: Shirley Buchanan
 Presentation By: Shirley Buchanan

Recommendation:

Approve the Resolution

Executive Summary:

The Senior Center has enjoyed a wellness reimbursement program with Tivity Health Services, Silver Sneaker program. This amendment would add the Aquatics Center into that reimbursement agreement and allow for visits to the Aquatics Center to be reimbursed for the Silver Sneaker members using it.

Attachments:

1. Resolution
2. Addendum

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

RESOLUTION NO. _____

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 KINGSPORT AQUATIC CENTER; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on October 20, 2011, the city entered into an agreement with American Healthways Services, LLC for a reimbursement program called the Silver Sneakers program for the Kingsport Senior Center; and

WHEREAS, since that time, American Healthways Services, LLC has changed its name to Tivity Health Services, LLC; and

WHEREAS, the city would like to amend the October 20, 2011, contract to include reimbursement for Silver Sneaker Members for visits at the Kingsport Aquatics Center for FY2021.

Now therefore,

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

SECTION I. That an amendment to the agreement with Tivity Health Services, LLC, (formerly American Healthways Services, LLC) for FY21 is approved.

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

AMENDMENT TO THE HEALTHWAYS PROVIDER AGREEMENT

This Amendment is dated effective as of February 1, 2021 ("Amendment Effective Date") and amends the Healthways Provider Agreement (the "Agreement") between **TIVITY HEALTH SERVICES, LLC**, ("Tivity Health") f/k/a/ American Healthways Services, LLC and **CITY OF KINGSPORT** ("Facility") dated October 20, 2011 (as amended, the "Agreement"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The parties hereby acknowledge that on or about January 10, 2017, Healthways, Inc. announced its rebranding and name change to Tivity Health Services, LLC. Therefore, the Agreement shall be amended such that all instances of "Healthways" in the Agreement will be replaced with "Tivity Health."

2. The Agreement shall be amended such that the title of the Agreement and all instances of the title of the Agreement will be replaced with "Tivity Health Provider Agreement."

3. The Agreement shall be amended such that the 9. "Notices," section of the Agreement shall be replaced with the following:

9. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be

deemed to have been duly given, made and received when sent by 1) **Electronic Mail**; or 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Facility shall be to the Contract Administrator in Exhibit A-2. Notices under the Agreement to Tivity Health shall be to: PLContracting@tivityhealth.com or Partner Location Contracting, 1445 South Spectrum Blvd., Chandler, Arizona 85286.

Facility shall provide a minimum of ten (10) days' notice to Tivity Health in the event of a change in any of the information provided in Exhibit A-1 of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

4. The Agreement shall be amended such that the location identified in Exhibit A-1 attached herein, shall be added as a Class only Facility offering Tivity Health Proprietary Classes under the terms of the Agreement, effective February 1, 2021.

5. The Agreement shall be amended such that the Program Schedule, 6. Compensation. b) "Minimum Payment Guarantee" shall be deleted from the Agreement effective January 31, 2021.

6. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Amendment Effective Date.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 6th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CONFIDENTIAL

**AMENDMENT TO THE HEALTHWAYS
PROVIDER AGREEMENT**

This Amendment is dated effective as of February 1, 2021 ("Amendment Effective Date") and amends the Healthways Provider Agreement (the "Agreement") between **TIVITY HEALTH SERVICES, LLC**, ("Tivity Health") f/k/a/ American Healthways Services, LLC and **CITY OF KINGSPORT** ("Facility") dated October 20, 2011 (as amended, the "Agreement"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The parties hereby acknowledge that on or about January 10, 2017, Healthways, Inc. announced its rebranding and name change to Tivity Health Services, LLC. Therefore, the Agreement shall be amended such that all instances of "Healthways" in the Agreement will be replaced with "Tivity Health."
2. The Agreement shall be amended such that the title of the Agreement and all instances of the title of the Agreement will be replaced with "Tivity Health Provider Agreement."
3. The Agreement shall be amended such that the 9. "Notices," section of the Agreement shall be replaced with the following:

9. Notices. Unless expressly provided otherwise, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when sent by 1) **Electronic Mail**; or 2) hand delivery, including by a recognized courier service; or 3) registered or certified mail, postage prepaid, return receipt requested. Notices under the Agreement to Facility shall be to the Contract Administrator in Exhibit A-2. Notices under the Agreement to Tivity Health shall be to: PLContracting@tivityhealth.com or Partner Location Contracting, 1445 South Spectrum Blvd., Chandler, Arizona 85286.

Facility shall provide a minimum of ten (10) days' notice to Tivity Health in the event of a change in any of the information provided in Exhibit A-1 of this Agreement. Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

4. The Agreement shall be amended such that the location identified in Exhibit A-1 attached herein, shall be added as a Class only Facility offering Tivity Health Proprietary Classes under the terms of the Agreement, effective February 1, 2021.
5. The Agreement shall be amended such that the Program Schedule, 6. Compensation. b) "Minimum Payment Guarantee" shall be deleted from the Agreement effective January 31, 2021.
6. Except as expressly modified by this Amendment, the Agreement and any previously signed amendments or addenda shall remain in full force and effect. The individual signing below on behalf of Facility represents and warrants that he/she has all requisite corporate power and authority to enter into this Amendment on behalf of Facility.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Amendment Effective Date.

TIVITY HEALTH SERVICES, LLC

CITY OF KINGSPORT

Signature

Signature

Tivity Health Printed Name

Printed Name

Tivity Health Title

Title

Date

Date

EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name: Kingsport Aquatic Center

Physical Address: 1820 Meadowview Parkway
 Kingsport, Tn 37660

Phone Number: 423-343-9758

Web Site Address: Swimkingsport.com

***To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.**

Amenity/Program	<div><input checked="" type="checkbox"/></div> Offered as part of basic membership at no additional cost to Members
Cardiovascular Equipment	X
Group Exercise/Aerobics Area	X
Hot Tub/Whirlpool/ Warm Water Pool	X
Resistance Training Equipment	X
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	X

Fax: (423-224-2488) ☒ Direct Fax ☐ Need to call first

General Email: Shirleybuchanan@kingsporttn.gov

Who will be our primary location contact and Program Advisor? This individual will be responsible for scheduling training, coordinating with our Provider Services Liaison, and will need access to member records.

Contact Person: Shirley Buchanan

Contact Title: Senior Center Director

Contact Phone: (423)392-8403

Contact Fax: (423)224-2488

Contact Email: Shirleybuchanan@kingsporttn.gov

Mailing Address (if not the same as Physical Address):

Mailing Address: 1200 East Center Street

Kingsport, Tn 37660 _____

Shipping Address (if not the same as Physical Address):

Shipping Address: Same as Physical Address

Staffed Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open		6AM-8PM	6AM-8PM	6AM-8PM	6AM-8PM	6AM-8PM	6AM-8PM
Closed	*X						

Are Members able to access Facility during unstaffed hours? ☒ No ☐ Yes

What non-English languages does staff speak fluently? Please list:

None known _____

Please select one location type:

☒ Men and women

☐ Women only

☐ Men only



AGENDA ACTION FORM

Acquisition of Property for Stormwater Utility

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

Action Form No.: AF-76-2021
 Work Session: April 5, 2021
 First Reading: NA

Final Adoption: April 6, 2021
 Staff Work By: R. Trent; B. Owens
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Stormwater Utility has the desire to preserve and protect the water quality of Reedy Creek, an impaired stream. William and Rebecca Ketchie have the desire to sell the 0.88 acre portion of property located between the proposed east end Greenbelt extension and Reedy Creek. The property lies within the floodway and/or buffer zone of Reedy Creek. Staff recommends allowing the Stormwater Utility to purchase this land as a means of protecting the water quality of Reedy Creek. The purchase price is proposed at \$4,600.00. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #ST1902.

Attachment:

1. Resolution
2. Property Location Map

Funding source appropriate and funds are available: *fm*

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

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

RESOLUTION NO. _____

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

WHEREAS, Stormwater Utility has the desire to preserve and protect the water quality of Reedy Creek, an impaired stream; and

WHEREAS, William and Rebecca Ketchie desire to sell the remaining portion of property which lies between the proposed east end of the Greenbelt extension and Reedy Creek and is located within the floodway and /or buffer zone of Reedy Creek; and

WHEREAS, the purchase of this portion of property will allow Stormwater Utility to protect the water quality of Reedy Creek; and

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 of the property, an offer of \$4,600.00 is approved for the purchase of a 0.88 acre portion of property identified as tax map 047E, group A, parcel 015.00, subject to such conditions as set out in the Agreement of Sale set out below for use as water quality protection of Reedy Creek.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Agreement of Sale for a portion of property identified as portion of tax map 047E, group A, parcel 015.00, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Sellers' signatures between **WILLIAM C. KETCHIE** and wife, **REBECCA J. KETCHIE**, (hereinafter referred to as the "Sellers"), 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. Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Sellers, subject to the terms and conditions of this Agreement a portion of that real property situate, lying and located at 4512 Beechcliff Drive, Kingsport, Tennessee and being further identified as tax map 047E, group A, parcel 015.00, 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 hereditments 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 Sellers for the Real Property shall be Four Thousand Six Hundred and No/100 Dollars (\$4,600.00)

(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 Sellers in cash or certified funds payable to Sellers on the Closing Date.

3. CLOSING. The closing shall occur on or before April 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 Sellers agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Sellers 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 Sellers in writing of Buyer's objections to the survey and Sellers shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Sellers fail 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 Sellers of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Sellers shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Sellers are 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 Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Sellers hereby agree 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 general 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, Sellers are unable to convey marketable title to the Real Property due to defects in Sellers' title, or Sellers are 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 Sellers shall remove said title defects or exceptions. If Sellers are 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 Sellers in writing, or if Sellers 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 Sellers' ownership, and to the best of Sellers' 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.) Sellers are 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 Sellers 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. Sellers represent 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 Sellers set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Sellers shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Sellers'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, 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 Sellers, this Agreement shall be cancelled and thereafter neither Sellers 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 Sellers 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:

SELLERS:	William & Rebecca Ketchie 4512 Beechcliff Drive Kingsport, Tennessee 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 SELLERS. In closing this transaction, Sellers shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Sellers in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Sellers 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. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Sellers until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Sellers regarding such loss or damage. If action is necessary to recover under any casualty policy, Sellers shall cooperate with Buyer in bringing such action in Sellers' name and Sellers shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

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

16. 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 Sellers. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 to fully effectuate the transactions contemplated in this Agreement.

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

BEGINNING at a point in the center of Reedy Creek, said point being in the line of Alley, Jr. (Deed Book 689C, 614) and the corner to Bright (Deed Book 2314C, Page 453); thence along the line of Alley, Jr. North 78 degrees 53 minutes 50 seconds East, a distance of 137.99 feet, North 66 degrees 21 minutes 50 seconds East, a distance of 102.23 feet, South 87 degrees 38 minutes 10 seconds East, a distance of 65.83 feet, South 65 degrees 53 minutes 10 seconds East, a distance of 93.75 feet, South 83 degrees 38 minutes 10 seconds East, a distance of 107.19 feet to a point, said point located in the westerly right of way for Cleek Road; thence along the westerly right of way for Cleek Road South 03 degrees 51 minutes 15 seconds East, a distance of 34.49 feet, South 85 degrees 25 minutes 26 seconds East, a distance of 26.61 feet, South 04 degrees 34 minutes 56 seconds West, a distance of 83.04 feet, South 06 degrees 12 minutes 07 seconds West, a distance of 28.81 feet, North 85 degrees 25 minutes 26 seconds West, a distance of 34.84 feet, South 04 degrees 34 minutes 34 seconds West, a distance of 11.77 feet to a point, said point located along the northerly right of way of Kingsport Greenbelt; thence along the northerly right of way of Kingsport Greenbelt North 84 degrees 33 minutes 01 seconds West, a distance of 2.85 feet, North 38 degrees 37 minutes 20 seconds West, a distance of 158.73 feet, South 88 degrees 56 minutes 52 seconds West, a distance of 280.87 feet, South 77 degrees 15 minutes 40 seconds West, a distance of 79.01 feet to a point, said point located along the easterly line of Bright; thence along the easterly line of Bright North 14 degrees 35 minutes 31 seconds West, a distance of 41.88 feet to the POINT OF BEGINNING, said parcel contains 0.88 acres, more or less, as shown on survey dated January 30, 2017, drawn by Alley & Associates, Inc.; and Being part of the property conveyed to William C. Ketchie and wife, Rebecca J. Ketchie by Deed dated June 8, 2011, of record in the Register's Office for Sullivan County, at Blountville, Tennessee in Deed Book 2975C, Page 681.
Portion of Tax Map 47E, Group A, Parcel 15.00

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 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 immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 6th day of April, 2021

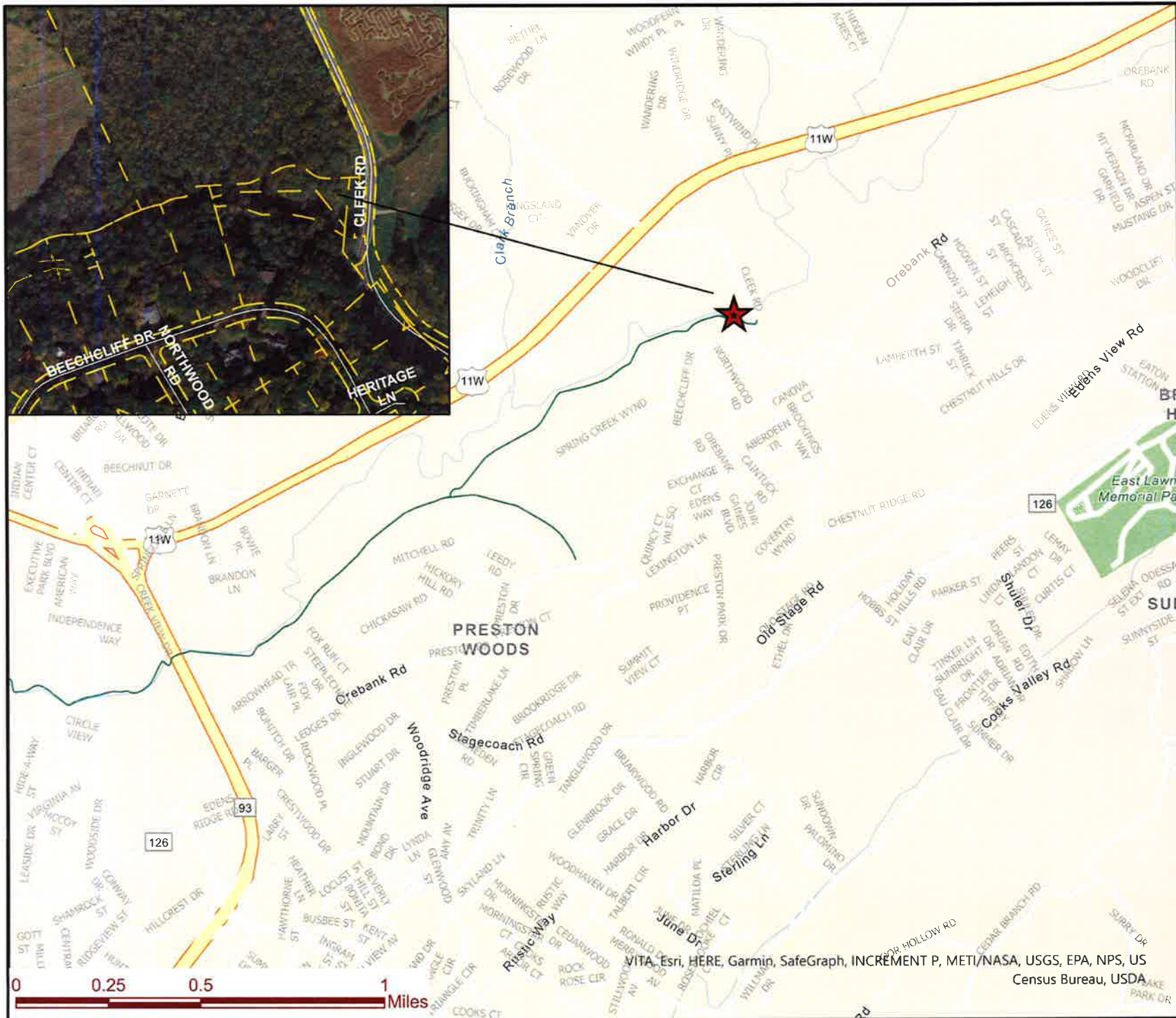
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Project Location Map - Property Purchase
from William C. and Rebecca J. Ketchie