



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Tuesday, June 1, 2021, 4 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

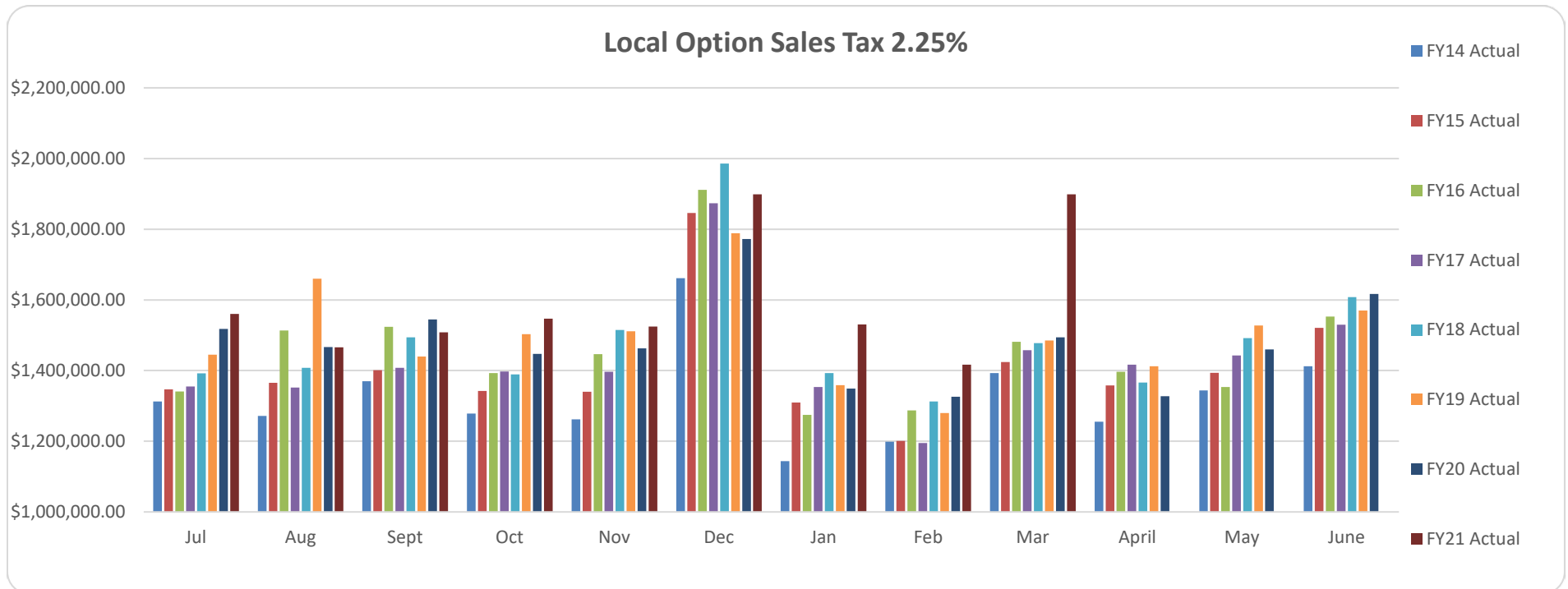
1. Call to Order
2. Roll Call
3. Visit Kingsport update (Summer Events) - Jud Teague
4. BMA Committee Appointments – Mayor Shull
5. Review of items on June 1, 2021 Business Meeting Agenda
6. Adjourn

Next Work Session, June 14

Local Option Sales Tax 2.25%

March 2021

	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
Jul	\$1,341,027.00	\$1,354,948.00	\$1,392,147.27	\$1,444,727.00	\$1,517,710.01	\$1,560,032.54	\$1,560,000.00	\$32.54	0.00%	\$42,323	2.79%
Aug	\$1,513,366.00	\$1,351,703.00	\$1,408,119.00	\$1,660,189.01	\$1,466,245.00	\$1,466,134.09	\$1,466,100.00	\$34.09	0.00%	(\$111)	-0.01%
Sept	\$1,523,474.00	\$1,407,707.00	\$1,493,952.13	\$1,440,056.00	\$1,544,461.94	\$1,508,122.79	\$1,508,100.00	\$22.79	0.00%	(\$36,339)	-2.35%
Oct	\$1,392,699.41	\$1,397,511.00	\$1,389,451.00	\$1,503,032.00	\$1,447,066.95	\$1,546,557.57	\$1,546,500.00	\$57.57	0.00%	\$99,491	6.88%
Nov	\$1,446,687.00	\$1,396,643.00	\$1,515,210.00	\$1,510,894.40	\$1,462,498.00	\$1,524,485.85	\$1,524,400.00	\$85.85	0.01%	\$61,988	4.24%
Dec	\$1,911,650.00	\$1,873,531.00	\$1,985,601.00	\$1,788,766.43	\$1,772,437.00	\$1,898,886.33	\$1,898,800.00	\$86.33	0.00%	\$126,449	7.13%
Jan	\$1,274,292.00	\$1,353,575.00	\$1,392,917.00	\$1,358,902.17	\$1,348,872.00	\$1,530,774.86	\$1,530,700.00	\$74.86	0.00%	\$181,903	13.49%
Feb	\$1,287,536.00	\$1,194,890.00	\$1,312,713.00	\$1,280,154.07	\$1,326,133.00	\$1,416,746.27	\$1,416,700.00	\$46.27	0.00%	\$90,613	6.83%
Mar	\$1,481,645.00	\$1,457,518.00	\$1,477,699.00	\$1,484,980.00	\$1,493,996.00	\$1,898,355.00	\$1,898,300.00	\$55.00	0.00%	\$404,359	27.07%
April	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66		\$1,300,000.00				
May	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68		\$1,450,400.00				
June	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10		\$1,300,000.00				
Total	\$17,474,902.41	\$17,177,048.93	\$17,834,085.40	\$17,982,773.35	\$17,784,091.34	\$14,350,095.30	\$18,400,000.00	\$495.30	0.00%	\$970,675	7.34%



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	BMA Approved Additional Services contract with consultant for NEPA
\$5,963,000.00	Niki Ensor	West Kingsport Forcemain and Pump Station Improvements	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	6/14/2021	By-pass plug removed April 26, placing station in service. Station is operational and in a 7-day test period, one of the last hurdles to attain Substantial Completion.
\$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.
\$1,477,741.00	Chad Austin	Phase 5 Water Improvements	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor is installing waterline on Greenway Street in the Fort Robinson area.
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Phase I Cultural Resources Survey Report submitted to TDOT for reviews 1/7/2021. SHPO review period is 30 days & NAC review period is 45 days.
\$746,785.00		2021 Area 35B Paving	Paving portions of Fordtown Road, Tri-City Crossing, Cox Hollow, Snapps Ferry, and Kendrick Creek roads	6/5/2021	Paving is complete. Final markings remain to be installed.
\$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 nearPinebrook 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%]	7/2/2021	Current work includes work on the retaining walls and asphalt paving of driveway crossings.
\$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	Paving is complete. Final markings is only outstanding item.
\$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
\$110,000.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	8/31/2021	Project will be advertised for bids on May 30.
		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		Anticipate starting this work in June 2021.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, June 1, 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 – Rector Johnny Tuttle, St Paul's Episcopal

III.A. ROLL CALL

IV.A. RECOGNITIONS & PRESENTATIONS

1. Blackheart Salon – Annie King & Bobbie Brooks (Alderman Cooper)
2. Recognition of Danny Karst and Brandon Stamper (Mayor Shull)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Budget Work Session – May 10, 2021
2. Budget Work Session – May 13, 2021
3. Work Session – May 17, 2021
4. Business Meeting – May 18, 2021

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District (AF:19-2021) (Ken Weems)
 - Public Hearing
 - Ordinance – First Reading
2. Public Hearing and Consideration of an Ordinance to Adopt the FY 2021-2022 Budget (AF:173-2021) (Chris McCartt)
 - Public Hearing
 - Ordinance – First Reading
3. Public Hearing and Consideration of an Ordinance to Adopt the FY 2021-2022 Water Fund Budget (AF:174-2021) (Ryan McReynolds)
 - Public Hearing
 - Ordinance – First Reading
4. Public Hearing and Consideration of an Ordinance to Adopt the FY 21-22 Sewer Fund Budget (AF:175-2021) (Ryan McReynolds)
 - Public Hearing
 - Ordinance – First Reading

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Amend the FY 2021 the General Purpose School Fund and the General Project Fund Budgets (AF:170-2021) (David Frye)
 - Ordinance – First Reading
2. Amend the FY 2021 School Special Projects Fund Budget (AF:171-2021) (David Frye)
 - Ordinance – First Reading

Revised
6/1/21

3. Adopt the FY 2021-2022 Metropolitan Planning Project Grant Fund Budget (AF:176-2021) (Chris McCartt)
 - Ordinance – First Reading
4. Adopt the FY 2021-2022 Community Development Block Grant Fund Budget (AF:177-2021) (Chris McCartt)
 - Ordinance – First Reading
5. Adopt the FY 21-22 School Public Law 93-380 Grant Project Fund Budget (AF:178-2021) (Chris McCartt/David Frye)
 - Ordinance – First Reading

Revised
Ordinance
6/1/21

6. Budget Adjustment Ordinance for the Stormwater Project Fund in FY21 (AF:180-2021) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY21 (AF:161-2021) (Chris McCartt)
 - Ordinance - Second Reading & Final Adoption
2. Ratify the Mayor's Signature to Apply for and Accept a Section 5307 Capital Grant for the Construction of a Transit Garage and Maintenance Facility (AF:153-2021) (Chris Campbell)
 - Resolution
 - Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Contract Renewal with MedFit Center for a Physical Wellness Program (AF:164-2021) (Chad Austin)
 - Resolution
2. Apply and Receive a Public Works Investment Grant through the U.S. Economic Development Administration (AF:165-2021) (Ryan McReynolds)
 - Resolution
3. Enter Into an Agreement with the Boone Lake Association (AF:95-2021) (Mayor Shull)
 - Resolution
4. Transfer Property Located at 1324 Midland Drive to the Industrial Development Board of Kingsport (AF:64-2021) (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 one 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. Amendment to the Contract between the City of Kingsport and Advanced Disposal Services (AF:163-2021) (Ryan McReynolds)
 - Resolution
2. Lynn View Pee Wee Football & Lynn Garden Optimist Club Agreements (AF:155-2021) (Michael Borders)
 - Resolution
 - Resolution
3. Ratify the Mayor's Signature on the Consistency with the Consolidated Plan to Apply for and Receive for the 2021 Emergency Solutions Grant (AF:162-2021) (Jessica McMurray)
 - Resolution
4. Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE) (AF:172-2021) (Jessica Harmon)
 - Resolution
5. Approve CDBG-CV Small Business Grants (AF:169-2021) (Jessica McMurray)
 - Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Budget Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 10, 2021, 2:00 PM
Boardroom – City Hall – 415 Broad Street

PRESENT: Board of Mayor and Aldermen

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

City Administration

Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Lisa Winkle, Interm City Recorder
Ryan McReynolds, Deputy City Manager
Scott Boyd, Fire Chief
David Quillin, Police Chief
John Morris, Budget Officer
Adrienne Batara, Marketing and Public Relations Administrator

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Interim City Recorder Winkle. Absent: Alderman Tommy Olterman
3. **FY22 BUDGET REVIEW.** City Manager McCartt described the budget process and presented the general fund budget. He also discussed the new strategic plan and recognized Jessica Harmon for her on the design. Other items discussed was a two percent pay plan adjustment for employees as well as a five percent increase in insurance in January. The Sullican County budget was also mentioned noting how much property tax allocated to schools effects the amount coming to city schools. Deputy City Manager McReynolds discussed the budget for utilities, noting there was a five percent increase in both water and sewer. Other aspects including the water plant, maintenance and technical issues were presented. There was some discussion regarding sewer projects.
4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Budget Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Thursday, May 13, 2021, 2:00 PM
Boardroom – City Hall – 415 Broad Street

PRESENT: Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding
Vice-Mayor Colette George
Alderman Jennifer Adler
Alderman Betsy Cooper
Alderman Darrell Duncan
Alderman Tommy Olterman
Alderman James Phillips

City Administration

Chris McCartt, City Manager
J Michael Billingsley, City Attorney
Lisa Winkle, Interim City Recorder
Ryan McReynolds, Deputy City Manager
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
John Morris, Budget Officer
Adrienne Batara, Marketing and Public Relations Administrator

1. **CALL TO ORDER:** 2:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** By Interim City Recorder Winkle.
3. **FY22 BUDGET REVIEW.** School Superintendant Dr. Jeff Moorhouse and Finance Director David Frye provided details as they presented the budget for Kingsport City Schools. They answered questions regarding revenues from state funding. He also gave information on how money is received from sales taxes as well as funding that comes from Sullivan County property taxes. Information was also provided on various projects. There was some discussion throughout the presentation.
4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 3:20 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, May 17, 2021, 4:30 PM
City Hall, Boardroom, 415 Broad Street

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

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/Interim City Recorder
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
George DeCroes, Human Resources Manager
John Morris, Budget Officer
Ken Weems, Planning Manager
Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Interim City Recorder Winkle. Absent: Alderman Jennifer Adler
3. **TN COLLEGE OF APPLIED TECHNOLOGY UPDATE.** President Dean Blevins presented this item and answered questions from the board regarding this program. Some discussion followed.
4. **REVIEW OF AGENDA ITEMS ON THE MAY 18, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

VI.A.1 Public Hearing for 2021 Annual Action Plan with Updated Citizen Participation Plan for Community Development Block Grant (AF: 123-2021) City Planner Jessica McMurray provided information on this item, pointing out the 2021 line item had changed from last week.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, May 17, 2021**

VI.B.2 Section 5307 Capital Grant for the Construction of a Transit Garage and Maintenance Facility (AF: 153-2021) Transit Manager Chris Campbell thanked the board for their support on this project.

VII.5 Approve Automatic Renewal of Current Agreement with the City of Bristol, Tennessee, as the Lead Entity for the Northeast TN/Southwest VA HOME Consortium (AF: 152-2021) City Planner Jessica McMurray presented this item, noting the only focus of this program is affordable housing. She also answered questions on the structure of the organization.

VII.7 Sign a Release from Personal Liability for Costs Associated with Demolition of Dilapidated Property at 110 Dorothy Street (AF: 160-2021) Alderman Phillips asked questions on the process and City Attorney Billingsley provided clarification. Some discussion followed on the land bank concept that was presented previously.

Alderman Phillips and Alderman Olterman wished the candidates good luck in tomorrow's election.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:30 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, May 18, 2021, 7:00 PM
City Hall, 415 Broad Street, Boardroom

PRESENT:

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Vice Mayor Colette George

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Alderman Tommy Olterman

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J. Michael Billingsley, City Attorney

Lisa Winkle, Treasurer/Deputy City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

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

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION: Retired Pastor Jack Edwards, Served United Methodist Churches.

III.A. ROLL CALL: By Deputy City Recorder Winkle. Absent: Alderman Adler.

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Keep Kingsport Beautiful Beautification Awards
2. Connect Kingsport Video
3. Proclamation - Public Works Week (Mayor Shull)

IV.B. APPOINTMENTS/REAPPOINTMENTS.

Motion/Second: George/Cooper, to approve:

1. Appointment and Reappointments to the Bays Mountain Commission
(AF: 151-2021) (Mayor Shull).

Approve:

APPOINTMENT OF JEREMIAH LOUNDS AND REAPPOINTMENT OF MARY STEADMAN AND DAVID FOX TO SERVE THREE-YEAR TERMS ON THE **BAYS MOUNTAIN COMMISSION**. ALL APPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON JANUARY 31, 2024. .

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, May 18, 2021**

V. APPROVAL OF MINUTES.

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

- A. May 3, 2021 Regular Work Session
- B. May 4, 2021 Regular Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

**1. Public Hearing for 2021 Annual Action Plan with Updated
Citizen Participation Plan for Community Development Block Grant (AF: 123-2021)**
(Jessica McMurray).

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

Motion/Second: George/Olterman, to pass:

Resolution No. 2021-225, A RESOLUTION APPROVING THE COMMUNITY
DEVELOPMENT BLOCK GRANT 2021 – HUD ACTION PLAN, ANNUAL ACTION,
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND
PROPER TO APPLY FOR AND RECEIVE COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDING FOR FISCAL YEAR 2022, FROM THE UNITED STATES OF
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Passed: All present voting “aye.”

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Budget Adjustment Ordinance for Various Funds in FY21 (AF:
161-2021) (Chris McCartt).

Motion/Second: George/Phillips, to pass:

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

Passed on first reading: All present voting “aye.”

**2. Section 5307 Capital Grant for the Construction of a Transit
Garage and Maintenance Facility** (AF: 153-2021) (Chris Campbell).

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Motion/Second: Duncan/Cooper, to pass:

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

Passed on first reading: All present voting “aye.”

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Adjustment Ordinance for Various Funds in FY21 (AF: 147-2021) (Chris McCartt).

Motion/Second: Phillips/Olterman, to pass:

ORDINANCE NO. 6937, 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: Cooper, Duncan, George, Olterman, Phillips and Shull voting “aye.”

D. OTHER BUSINESS.

1. Bid Award for the Purchase of One (1) 35-Ton Gooseneck Equipment Trailer (AF: 130-2021) (Ryan McReynolds/Steve Hightower).

Motion/Second: George/Cooper, to pass:

Resolution No. 2021-226, A RESOLUTION AWARDED THE BID FOR THE PURCHASE OF ONE 35 TON GOOSENECK EQUIPMENT TRAILER TO HOLDEN INDUSTRIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting “aye.”

2. Ratify the Mayor’s Signature Approving the Salvation Army of Kingsport’s Consistency with the Consolidated Plan and Authorizing Certification of Local Government Approval for Salvation Army of Kingsport 2021 Emergency Solutions Grant Application (AF: 149-2021) (Jessica McMurray)

Motion/Second: Duncan/George, to pass:

Resolution No. 2021-227, A RESOLUTION TO RATIFY THE MAYOR’S SIGNATURE ON THE CONSISTENCY WITH THE CONSOLIDATED PLAN FORM FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, ON THE CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NON PROFIT ORGANIZATION FORM CERTIFICATION FOR THE SALVATION ARMY OF KINGSFORT 2021 EMERGENCY SOLUTIONS GRANT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER

Passed: All present voting “aye.”

3. Renew Bid Award for Janitorial and MRO Supplies and Equipment for FY22 (AF: 134-2021) (Ryan McReynolds).

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Motion/Second: George/Olterman, to pass:

Resolution No. 2021-228, A RESOLUTION RENEWING AN AGREEMENT WITH THE HOME DEPOT PRO FOR VARIOUS JANITORIAL ITEMS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

4. Bid Award for Purchase of One (1) 72-Passenger Type D School Bus (AF: 156-2021) (Steve Hightower).

Motion/Second: Phillips/Olterman, to pass:

Resolution No. 2021-229, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE SEVENTY-TWO PASSENGER TYPE D SCHOOL BUS TO CENTRAL STATE BUS SALES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

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

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

Motion/Second: George/Olterman, to adopt:

1. Approve FY21 and FY22 Soccer Agreement with Tri-Cities United (AF: 124-2021) (Michael Borders).

Pass:

Resolution No. 2021-230, A RESOLUTION APPROVING AGREEMENTS WITH HOLSTON VALLEY FUTBOL CLUB, INC., ALSO KNOWN AS TRI-CITIES UNITED SOCCER CLUB, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

2. DOJ Office of Justice Programs Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Reimbursement Grant (AF: 148-2021) (Chief Phipps).

Pass:

Resolution No. 2021-231, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A DEPARTMENT OF JUSTICE – OFFICE OF JUSTICE PROGRAMS’ BUREAU OF JUSTICE ASSISTANCE BULLETPROOF VEST PARTNERSHIP (BVP) REIMBURSEMENT GRANT

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

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3. Interlocal Agreement with the Town of Mt. Carmel for the City of Kingsport to Provide Residential Automated Garbage Collection (AF: 158-2021) (Ryan McReynolds).

Pass:

Resolution No. 2021-232, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT TO PROVIDE RESIDENTIAL AUTOMATED GARBAGE COLLECTION TO SERVE THE TOWN OF MOUNT CARMEL, TENNESSEE

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

4. Pipeline Easement Agreements with the Department of the Army for Right-of-Ways Located on Holston Army Ammunition Plant Property (AF: 157-2021) (Ryan McReynolds).

Pass:

Resolution No. 2021-233, A RESOLUTION APPROVING THREE PIPELINE EASEMENTS FOR UTILITIES THAT CROSS THE ARMY'S RAILROAD RIGHT-OF-WAY LOCATED WITHIN THE HOLSTON ARMY AMMUNITION PLANT PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE EASEMENTS

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

5. Approve Automatic Renewal of Current Agreement with the City of Bristol, Tennessee, as the Lead Entity for the Northeast TN/Southwest VA HOME Consortium (AF: 152-2021) (Jessica McMurray).

Pass:

Resolution No. 2021-234, A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE THE AUTOMATIC RENEWAL OF THE CURRENT AGREEMENT WITH THE CITY OF BRISTOL, TN AS THE LEAD ENTITY FOR THE TN/SOUTHWEST VA HOME CONSORTIUM

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

6. Approve Lease of Property to Bays Mountain Park Association (AF: 154-2021) (Michael Borders).

Pass:

Resolution No. 2021-235, A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE BAYS MOUNTAIN PARK ASSOCIATION FOR PROPERTY LOCATED ALONG THE SOUTHEASTERLY SLOPE OF HOLSTON RIVER MOUNTAIN AND LOCATED WITHIN BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO

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EXECUTE THE LEASE AND ALL NECESSARY DOCUMENTS TO EFFECTUATE THE
PURPOSE OF THE LEASE

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

**7. Sign a Release from Personal Liability for Costs Associated with
Demolition of Dilapidated Property at 110 Dorothy Street (AF: 160-2021) (Chris
McCartt).**

Pass:

Resolution No. 2021-236, A RESOLUTION APPROVING A LEASE AGREEMENT
WITH THE BAYS MOUNTAIN PARK ASSOCIATION FOR PROPERTY LOCATED
ALONG THE SOUTHEASTERLY SLOPE OF HOLSTON RIVER MOUNTAIN AND
LOCATED WITHIN BAYS MOUNTAIN PARK; AND AUTHORIZING THE MAYOR TO
EXECUTE THE LEASE AND ALL NECESSARY DOCUMENTS TO EFFECTUATE THE
PURPOSE OF THE LEASE

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt stated the annual reports for the police and fire
department were now on the city’s website. He also pointed out there was a
section on the website dedicated to the move of city hall and encouraged
citizens to follow the progress there. He pointed out the Farmers Market and
Aquatic Center were open and mentioned the Bays Mountain Park
Anniversary.

B. MAYOR AND BOARD MEMBERS. Alderman Phillips wished the candidates
who were running in the election good luck. He also pointed out the Pinnacle
has lost seven stores in the last year, noting it’s not just a problem in
Kingsport for closing businesses. Alderman Duncan recognized City Clerk
Angie Marshall for being sworn in as the new Region V Director for the
International Institute of Municipal Clerks. He invited citizens to help Keep
Kingsport Beautiful this weekend for their clean up event, noting they have
collected 13 tons of trash so far this year. Lastly he wished the candidates
good luck. Alderman Cooper stated she would be glad when the election was
over – win, lose or draw – and stated she has still learned a lot during the
process. Vice-Mayor George wished her mom a happy birthday. She also
stated it was rewarding to have the beautification awards presented. Lastly
she stated the first game for the new Kingsport Axmen was coming up. Mayor
Shull mentioned the high school graduation was later this week and pointed
out the 1st reading of the budget would be at the next meeting.

C. VISITORS. None.

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IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 7:54 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Amend Zoning of Tax Map 78, a Portion of Parcels 44 and 46 Located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District)

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

Action Form No.: AF-19-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone the property containing Tax Map 78, a portion of parcels 44 and 46 located off Glory Road and Rocky Branch Road from R-1B (Residential District) to PD (Planned Development District).

Executive Summary:

This is an owner-requested rezoning of approximately 33.91 acres located along Glory Road and Rocky Branch Road from R-1B, Residential District, to PD, Planned Development District. The applicant desires to construct a new single family development on the property. During their May 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to rezone the property to the Board of Mayor and Aldermen by a vote of 8-0. This rezoning effort has received a total of 6 comments from the public. The comments focused on assurance that the property will be developed as a single family subdivision as opposed to a multifamily development. The notice of public hearing was published on May 17, 2021.

Attachments:

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on June 1, 2021 to consider the rezoning of Tax Map 78, a portion of parcels 44 and 46 located off Glory Road and Rocky Branch Road from the R-1B District to the PD District. The regular business meeting will begin at 7:00 p.m. in the Board Room located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

Beginning at a rebar and cap stamped "TN 1964" in the southwesterly right-of-way line of Rocky Branch Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Richard E. & Carolyn H. Borders (Deed Book 2882C, Page 235); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Richard E. and Carolyn H. Borders the following two calls: S24°00'39"W 199.43' to a 3/4" rebar; thence S65°56'29"E 94.92' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Richard E. and Caroline H. Borders and Eric R. and Lisa G. Fish (Deed Book 2234C, Page 740); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Acres (Plat Book 15, Page 20) Lots 2 through 8 the following five calls: S65°59'41"E 209.97' to a 3/4" rebar; thence S66°05'44"E 100.04' to a nail; thence S65°55'17"E 209.52' to a 1/2" rebar; thence S65°55'47"E 109.58' to a 1/2" rebar; thence S65°54'37"E 99.90' to a 1/2" rebar in the westerly right-of-way line of Glory Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Acres ; thence departing said rebar and continuing coincident with said right-of-way line the following three calls: S28°30'16"W 365.40' to a rebar and cap stamped "TN 1964"; thence with the arc of a curve to the right having a chord bearing and distance of S35°22'12"W 181.03', a radius of 757.16' and an arc length of 181.47' to a rebar and cap stamped "TN 1964"; thence S42°15'08"W 188.85' to a rebar and cap stamped "TN 1964" in the terminus of Glory Road; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) The following four calls: S42°15'08"W 14.09' to a rebar and cap stamped "TN 1964"; thence N52°20'12"W 190.68' rebar and cap stamped "TN 1964"; thence S41°08'59"W 154.30' a rebar and cap stamped "TN 1964"; thence N48°51'01"W 100.00' to a rebar and cap stamped "TN 1964"; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) S41°08'59"W 716.32' to a rebar and cap stamped "TN 1964"; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) N43°30'30"W 176.17' to a 3/4" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Justin P. Young and Alison L. Smith (Deed Book 2818C, Page 424); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Justin P. Young and

Alison L. Smith N43°30'30"W 111.27' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Justin P. Young and Alison L. Smith and Timothy G. & Shelly R. Jackson (Deed Book 523C, Page 9); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Timothy G. & Shelly R. Jackson the following two calls: N43°40'13"W 192.28' to a 1/2" rebar; thence N46°26'16"W 412.45' to a rebar and cap stamped "Saxon" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Timothy G. & Shelly R. Jackson; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) N46°26'16"W 78.70' to a rebar and cap stamped "TN 1964" in the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), and Dewey Bracken (Deed Book 837C, Page 174); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), and Dewey Bracken N43°10'55"E 93.27' to a notch in rock corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Dewey Bracken and Eldon D. & Gloria J. Lufi (Deed Book 371C, Page 394); thence departing said notch and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Eldon D. & Gloria J. Lufi N40°12'05"E 462.12' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Eldon D. & Gloria J. Lufi and Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44); thence departing set rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Eldon D. & Gloria J. Lufi N40°12'29"E 397.38' to a rebar and cap stamped "TN 1964" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Eldon D. & Gloria J. Lufi and Tony L. & Melinda K. Jones (Deed Book 3224, Page 1684); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Tony L. & Melinda K. Jones the following two calls: S63°05'12"E 15.39' to a 1/2" rebar; thence S63°07'40"E 100.43' to a rebar and cap stamped "IMC" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Tony L. & Melinda K. Jones and Anthony L. & Angela Phillips (Deed Book 3142, Page 2177); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Anthony L. & Angela Phillips the following two calls: S63°02'17"E 100.29' to a rebar and cap stamped "IMC"; thence N23°07'03"E 33.67' to a rebar stamped "Mize" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Anthony L. & Angela Phillips and Ronald C., II & Deborah L. Carrier (Deed Book 3035, Page 750); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Ronald C., II & Deborah L. Carrier the following two calls: S67°57'11"E 187.42' to a rebar and cap stamped "Mize"; thence N23°57'47"E 399.68' to a 3/4" rebar in the southwesterly right-of-way line of Rocky Branch Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Ronald C., II & Deborah L. Carrier; thence departing

said rebar and continuing coincident with said right-of-way line S67°39'37"E 75.03' to the "POINT of BEGINNING" containing 33.91 acres more or less.

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: 5/17/2021

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG GLORY ROAD AND ROCKY BRANCH ROAD FROM R-1B, RESIDENTIAL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 7TH 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 Glory Road and Rocky Branch Road from R-1B, Residential District to PD, Planned Development 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 rebar and cap stamped "TN 1964" in the southwesterly right-of-way line of Rocky Branch Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Richard E. & Carolyn H. Borders (Deed Book 2882C, Page 235); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Richard E. and Carolyn H. Borders the following two calls: S24°00'39"W 199.43' to a 3/4" rebar; thence S65°56'29"E 94.92' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Richard E. and Caroline H. Borders and Eric R. and Lisa G. Fish (Deed Book 2234C, Page 740); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Acres (Plat Book 15, Page 20) Lots 2 through 8 the following five calls: S65°59'41"E 209.97' to a 3/4" rebar; thence S66°05'44"E 100.04' to a nail; thence S65°55'17"E 209.52' to a 1/2" rebar; thence S65°55'47"E 109.58' to a 1/2" rebar; thence S65°54'37"E 99.90' to a 1/2" rebar in the westerly right-of-way line of Glory Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Acres ; thence departing said rebar and continuing coincident with said right-of-way line the following three calls: S28°30'16"W 365.40' to a rebar and cap stamped "TN 1964"; thence with the arc of a curve to the right having a chord bearing and distance of S35°22'12"W 181.03', a radius of 757.16' and an arc length of 181.47' to a rebar and cap stamped "TN 1964"; thence

S42°15'08"W 188.85' to a rebar and cap stamped "TN 1964" in the terminus of Glory Road; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) The following four calls: S42°15'08"W 14.09' to a rebar and cap stamped "TN 1964"; thence N52°20'12"W 190.68' rebar and cap stamped "TN 1964"; thence S41°08'59"W 154.30' a rebar and cap stamped "TN 1964"; thence N48°51'01"W 100.00' to a rebar and cap stamped "TN 1964"; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) S41°08'59"W 716.32' to a rebar and cap stamped "TN 1964"; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) N43°30'30"W 176.17' to a 3/4" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Justin P. Young and Alison L. Smith (Deed Book 2818C, Page 424); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Justin P. Young and Alison L. Smith N43°30'30"W 111.27' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Justin P. Young and Alison L. Smith and Timothy G. & Shelly R. Jackson (Deed Book 523C, Page 9); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Timothy G. & Shelly R. Jackson the following two calls: N43°40'13"W 192.28' to a 1/2" rebar; thence N46°26'16"W 412.45' to a rebar and cap stamped "Saxon" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Timothy G. & Shelly R. Jackson; thence departing said rebar and continuing across the land of Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) N46°26'16"W 78.70' to a rebar and cap stamped "TN 1964" in the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), and Dewey Bracken (Deed Book 837C, Page 174); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), and Dewey Bracken N43°10'55"E 93.27' to a notch in rock corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Dewey Bracken and Eldon D. & Gloria J. Lufi (Deed

Book 371C, Page 394); thence departing said notch and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46) and Eldon D. & Gloria J. Lufi N40°12'05"E 462.12' to a 1/2" rebar corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 46), Eldon D. & Gloria J. Lufi and Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44); thence departing set rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Eldon D. & Gloria J. Lufi N40°12'29"E 397.38' to a rebar and cap stamped "TN 1964" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Eldon D. & Gloria J. Lufi and Tony L. & Melinda K. Jones (Deed Book 3224, Page 1684); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Tony L. & Melinda K. Jones the following two calls: S63°05'12"E 15.39' to a 1/2" rebar; thence S63°07'40"E 100.43' to a rebar and cap stamped "IMC" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Tony L. & Melinda K. Jones and Anthony L. & Angela Phillips (Deed Book 3142, Page 2177); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Anthony L. & Angela Phillips the following two calls: S63°02'17"E 100.29' to a rebar and cap stamped "IMC"; thence N23°07'03"E 33.67' to a rebar stamped "Mize" corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44), Anthony L. & Angela Phillips and Ronald C., II & Deborah L. Carrier (Deed Book 3035, Page 750); thence departing said rebar and continuing coincident with the divisional line between Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Ronald C., II & Deborah L. Carrier the following two calls: S67°57'11"E 187.42' to a rebar and cap stamped "Mize"; thence N23°57'47"E 399.68' to a 3/4" rebar in the southwesterly right-of-way line of Rocky Branch Road corner to Shekinah Church Ministries, Inc. (Deed Book 277C, Page 638; Tax Map 78, Parcel 44) and Ronald C., II & Deborah L. Carrier; thence departing said rebar and continuing coincident with said right-of-way line S67°39'37"E 75.03' to the "POINT of BEGINNING" containing 33.91 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:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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

Kingsport Regional Planning Commission
Rezoning Report

File Number 21-101-00002

Glory Road Rezoning

Property Information			
Address		n/a	
Tax Map, Group, Parcel		Map 78, a portion of Parcels 44 and 46	
Civil District		7	
Overlay District		n/a	
Land Use Designation		Single Family and Public	
Acres		33.91 +/-	
Existing Use	Undeveloped	Existing Zoning	R-1B
Proposed Use	Single Family Development	Proposed Zoning	PD
Owner /Applicant Information			
Name: Shekinah Church Ministries Address: 394 Glory Rd City: Blountville State: TN Zip Code: 37617 Phone: (423)276-6997		Intent: <i>To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate a new single family development.</i>	
Planning Department Recommendation			
<p>The Kingsport Planning Division recommends sending a POSITIVE recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The proposal is consistent with the future land use plan designation of the site for single family use.</i></p> <p>Staff Field Notes and General Comments:</p> <p><i>The rezoning site is currently served by both Glory Road and Rocky Branch Rd. The developer, Mr. Ken Bates, plans to use both Glory Rd and Rocky Branch Rd for ingress/egress of the future development.</i></p>			
Planner:	Ken Weems	Date:	May 3, 2021
Planning Commission Action		Meeting Date:	May 20, 2020
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION	
ADDRESS	Glory Road
DISTRICT	7
OVERLAY DISTRICT	n/a
EXISTING ZONING	R-1B

Kingsport Regional Planning Commission

Rezoning Report

File Number 21-101-00002

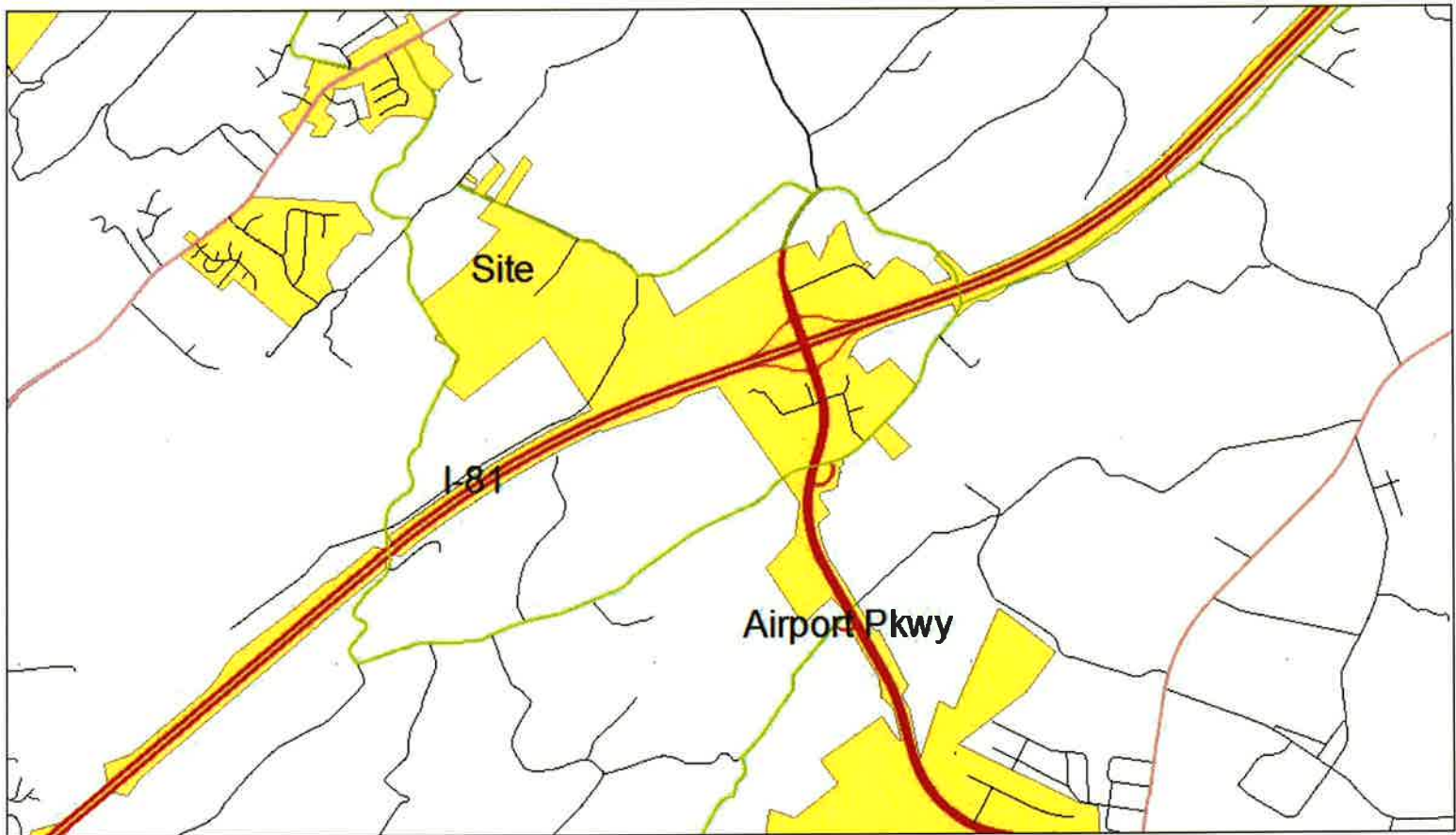
PROPOSED ZONING		PD
ACRES	33.91 +/-	
EXISTING USE	undeveloped	
PROPOSED USE	Single Family Development	

INTENT

To rezone from R-1B (Residential District) to PD (Planned Development District) to accommodate a new single family development.

Vicinity Map

ArcGIS Web Map



4/28/2021, 8:29:07 AM

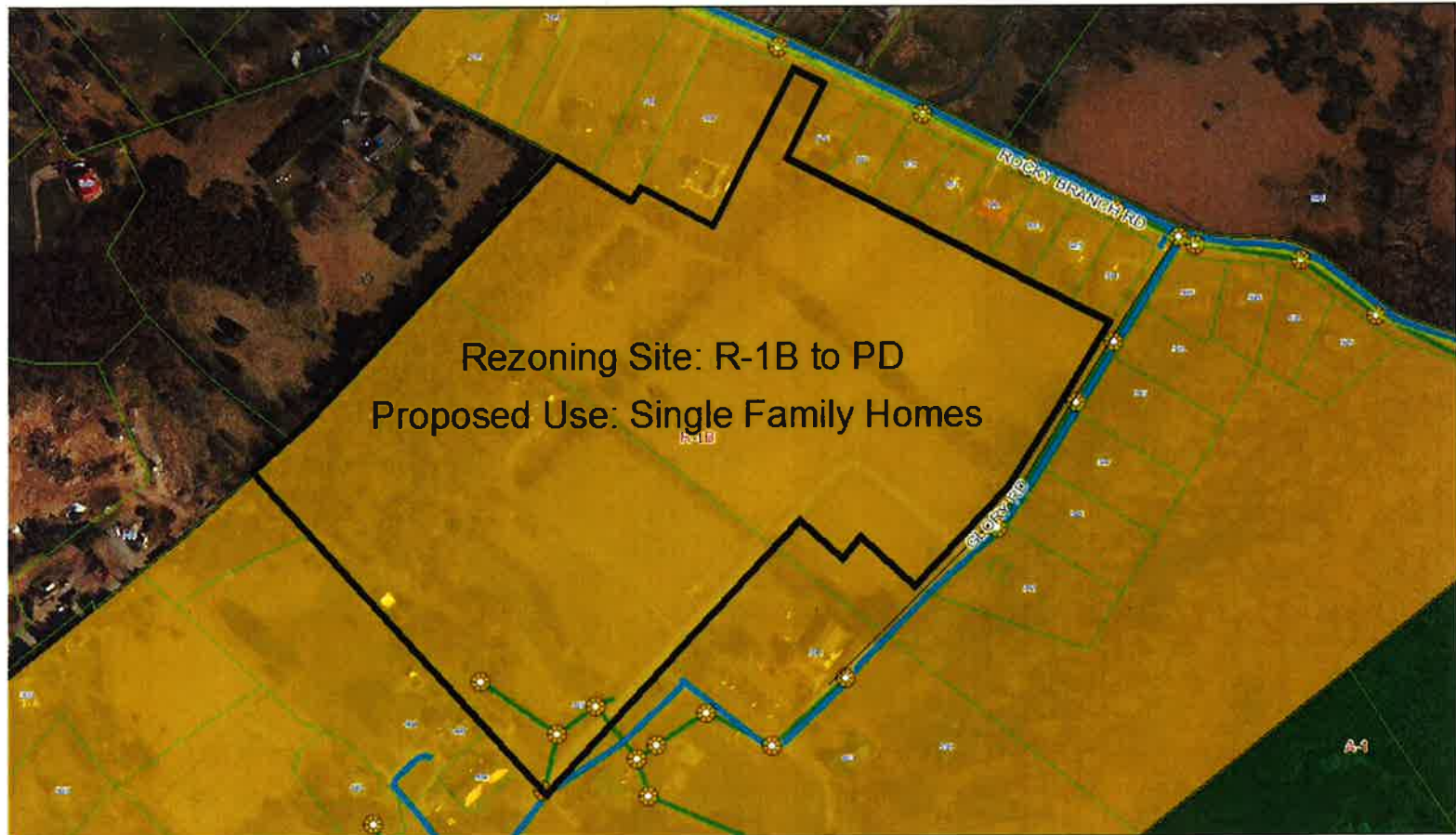
Streets		Municipal Boundary	
— Interstate	— Major Arterial	— Local Street	CHURCH HILL
— Expressway	— Minor Arterial	— Private Street	JOHNSON CITY
	— Collector Street	— Ramp	MT CARMEL



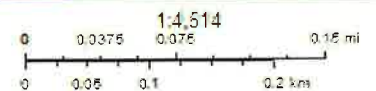
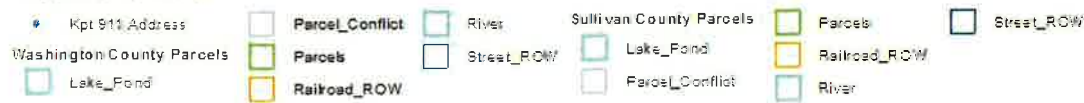
Web AppBuilder for ArcGIS

Surrounding Zoning Map

ArcGIS Web Map



4/22/2021, 10:45:02 AM

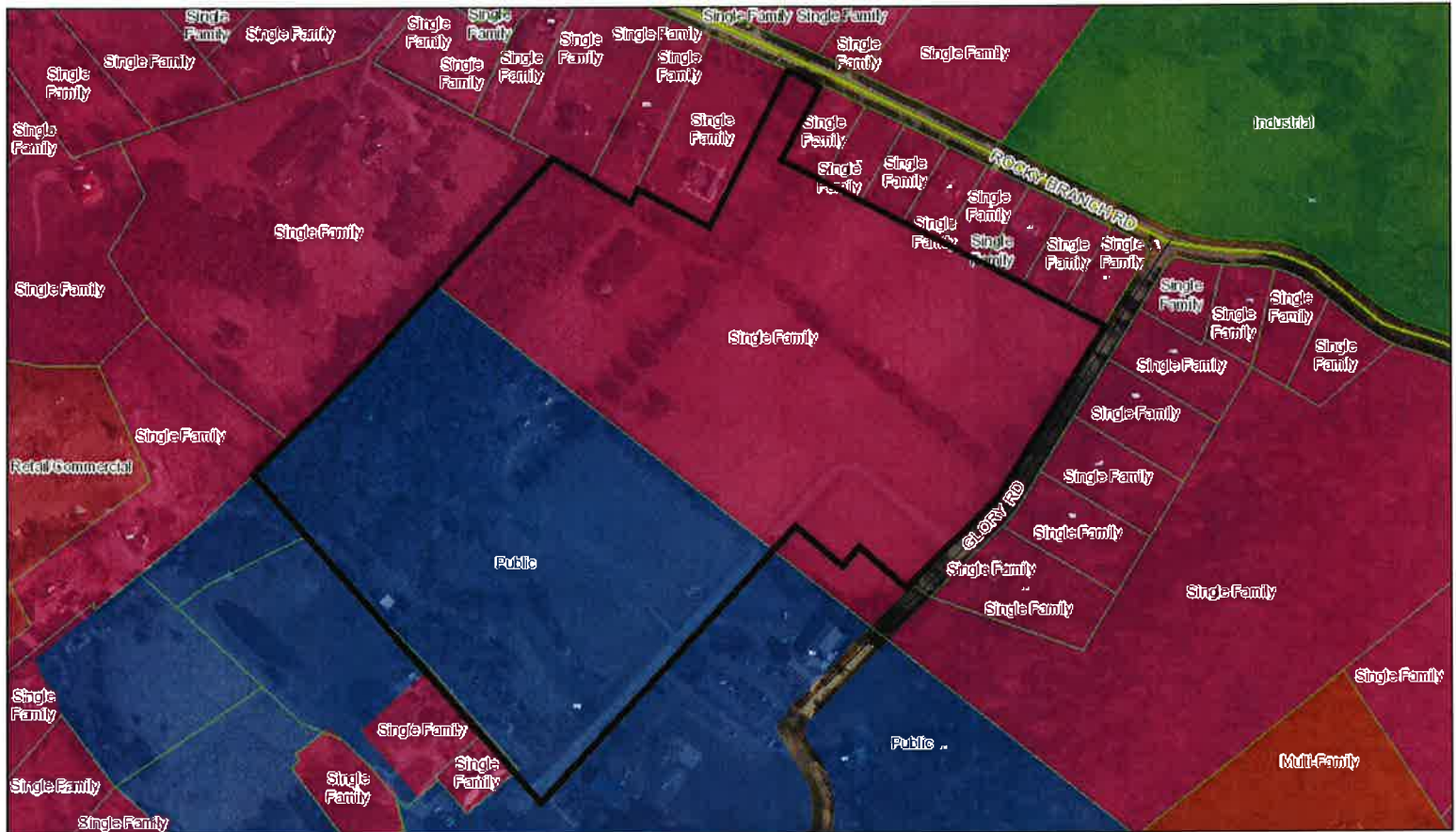


Web AppBuilder for ArcGIS

Future Land Use Plan 2030

Designation: Single Family/ Public

ArcGIS Web Map



4/28/2021, 8:34:48 AM

- Kpt 911 Address
- Washington County Parcels
- Lake_Pond

- Parcel_Conflict
- Parcels
- Railroad_ROW

- River
- Street_ROW

- Sullivan County Parcels
- Lake_Pond
- Parcel_Conflict

- Parcels
- Railroad_ROW
- River

- Street_ROW



Web App Builder for ArcGIS

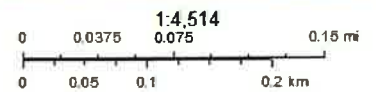
Aerial

ArcGIS Web Map



4/22/2021, 10:41:03 AM

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



Web App Builder for ArcGIS

North View from the Middle of the Rezoning Site



Northeast View (Toward Rocky Branch Rd)



Southeast View (Toward Glory Rd)



Private Portion of Glory Rd/ View Toward Public Portion of Glory Rd



Southwest View Along Private Portion of Glory Rd



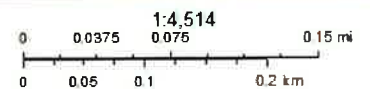
Existing Uses Location Map

ArcGIS Web Map



4/28/2021, 8:37:57 AM

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



Web App Builder for ArcGIS

Existing Zoning/ Land Use Table

Location	Parcel / Zoning Petition	Zoning / Use	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: County R-1</u> <u>Use: low density single family</u>	n/a
Further	2	<u>Zone: County R-1</u>	n/a

North and Northwest		<u>Use: low density single family</u>	
East	3	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
Further East	4	<u>Zone: County A-1</u> <u>Use: farm</u>	n/a
Southeast and South	5	<u>Zone: City R-1B</u> <u>Use: single family</u>	n/a
Further South	6	<u>Zone: City R-1B</u> <u>Use: church</u>	n/a
West	7	<u>Zone: City R-1B</u> <u>Use: church use</u>	n/a

Standards of Review

Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 7, below, as well as any other factors it may find relevant.

- Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?** The proposal will permit a single family development use that is in harmony with adjacent development and nearby property.
- Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposed PD zone will permit single family development, the same use which can be accomplished with the current R-1B zone for the site.
- Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current and proposed zones both only permit single family development. Both zones have the same reasonable economic use.
- Whether the proposal is in conformity with the policies and intent of the land use plan?** The proposed PD zone supports the land use designation of single family residential.

Proposed use: single family

The Future Land Use Plan Map recommends single family/ public use. The public use designation is used for existing church property.

5. **Whether there are other existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal?** The existing conditions of the property are best suited for single family development in accordance with the future land use plan.
6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in regard to the existing conditions. The proposed PD zone promotes the same single family land use on the property as the current R-1B designation promotes.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed PD zone is heavily related to the existing R-1B zone, strictly permitting the same single family land use.

CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from R-1B to PD. The proposed PD zone for single family development conforms to the future land use plan designation for the area.



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2021-2022 Budget

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

Action Form No.: AF-173-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Hold Public Hearing
 Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10, 2021 budget work session. As required by charter, it was published in the Times News on May 25, 2021.

The total revenue and expenditures less transfers (duplicates) for the FY21-22 budget for all funds are \$174,359,497. This excludes the water, sewer, and grant project funds. Separate ordinances for these funds will be presented.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE ADOPTING A FINAL BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the total FY21-22 Budget of \$229,281,960 less inter-fund transfers, \$54,922,463, Net Total Budget Revenues \$174,359,497, are hereby appropriated.

The estimated expenditures for the Total FY21-22 Budget of \$229,281,960 less inter-fund transfers \$54,922,463, Net Total Budget Expenditures \$174,359,497 are hereby appropriated.

Estimated Revenues and Appropriations for the Fiscal Period July 1, 2021 - June 30, 2022.

GENERAL FUND - 110	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Local Taxes	\$49,458,647	\$49,850,251	\$49,471,800
Licenses And Permits	\$392,623	\$362,313	\$450,000
Intergovernmental	\$25,326,046	\$27,714,518	\$25,684,600
Charges For Services	\$2,066,882	\$1,589,002	\$2,207,000
Fines And Forfeitures	\$713,493	\$689,652	\$869,500
Other	\$586,155	\$445,625	\$1,393,400
Other Financing Sources			
Transfers In - from other funds	\$1,923,240	\$1,837,400	\$1,984,300
Transfers In - from other funds (PILOT)	\$1,491,000	\$1,491,000	\$1,491,000
Total Revenues and Other Financing Sources	\$81,958,086	\$83,979,761	\$83,551,600
Expenditures			
Administration	\$9,086,441	\$9,038,500	\$9,640,100
Development Services	\$1,414,793	\$1,383,100	\$1,640,500
Police Department	\$11,666,610	\$11,947,300	\$12,575,000
Fire Department	\$10,726,675	\$10,853,200	\$10,925,900
Leisure Services (Parks & Recreation)	\$4,420,646	\$4,538,200	\$5,196,400
Public Works	\$10,721,615	\$10,948,600	\$11,580,200
Other Expenses (Miscellaneous Government Services)	\$1,114,048	\$1,020,800	\$1,285,500
Less Internal Fund Transfers	(\$9,235,533)	(\$9,316,304)	(\$10,331,473)
Other Financing Uses			
Transfers Out - To Debt Service Fund (Principal and Interest)	\$8,731,852	\$9,422,815	\$9,629,800
Transfers Out - To Internal Service Funds	\$9,235,533	\$9,316,304	\$10,331,473
Transfers Out - To Other Funds	\$21,875,424	\$24,726,174	\$21,078,200
Total Appropriations	\$79,758,104	\$83,878,689	\$83,551,600
Change in Fund Balance (Revenues - Appropriations)	\$2,199,982	\$101,072	\$0
Beginning Fund Balance July 1	\$16,038,913	\$18,238,895	\$18,339,967
Ending Fund Balance June 30	\$18,238,895	\$18,339,967	\$18,339,967
Ending Fund Balance as a % of Total Appropriations	22.9%	21.9%	22.0%

STATE STREET AID FUND - 121	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
State Gas and Motor Fuel Taxes	\$1,822,206	\$1,746,800	\$1,971,000
Other Financing Sources			
Transfers In - From General Fund	\$505,208	\$550,000	\$726,200
Total Revenues and Other Financing Sources	\$2,327,414	\$2,296,800	\$2,697,200
Expenditures			
Public Works Department	\$2,325,453	\$2,296,800	\$2,697,200
Total Appropriations	\$2,325,453	\$2,296,800	\$2,697,200
Change in Fund Balance (Revenues - Appropriations)	\$1,961	\$0	\$0
Beginning Fund Balance July 1	\$2,682	\$4,643	\$4,643
Ending Fund Balance June 30	\$4,643	\$4,643	\$4,643
Ending Fund Balance as a % of Total Appropriations	0.2%	0.2%	0.2%

CRIMINAL FORFEITURE FUND - 126	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Federal DOJ Code 015	\$11,008	\$7,475	\$0
Federal IRS Code CBP	\$23,104	\$33,473	\$6,000
Other	\$1,134	\$41	\$0
Total Revenues and Other Financing Sources	\$35,246	\$40,989	\$6,000
Expenditures			
Capital Outlay	\$94,735	\$10,000	\$6,000
Total Appropriations	\$94,735	\$10,000	\$6,000
Change in Fund Balance (Revenues - Appropriations)	(\$59,489)	\$30,989	\$0
Beginning Fund Balance July 1	\$287,543	\$228,054	\$259,043
Ending Fund Balance June 30	\$228,054	\$259,043	\$259,043
Ending Fund Balance as a % of Appropriations	240.7%	2590.4%	4317.4%

DRUG FUND - 127	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Fines And Forfeitures	\$111,250	\$72,880	\$157,100
Total Revenues and Other Financing Sources	\$111,250	\$72,880	\$157,100
Expenditures			
Drug Enforcement	\$61,276	\$64,444	\$157,100
Total Appropriations	\$61,276	\$64,444	\$157,100
Change in Fund Balance (Revenues - Appropriations)	\$49,974	\$8,436	\$0
Beginning Fund Balance July 1	\$378,339	\$428,313	\$436,749
Ending Fund Balance June 30	\$428,313	\$436,749	\$436,749
Ending Fund Balance as a % of Appropriations	699.0%	677.7%	278.0%

REGIONAL SALES TAX FUND - 130	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Conference Center	\$3,777,738	\$3,871,200	\$3,915,000
Other	\$3,698	\$0	\$300
Total Revenues and Other Financing Sources	\$3,781,436	\$3,871,200	\$3,915,300
Expenditures			
Transfers Out - To other funds	\$3,839,400	\$3,837,409	\$3,915,300
Total Appropriations	\$3,839,400	\$3,837,409	\$3,915,300
Change in Fund Balance (Revenues - Appropriations)	(\$57,964)	\$33,791	\$0
Beginning Fund Balance July 1	\$492,380	\$434,416	\$468,207
Ending Fund Balance June 30	\$434,416	\$468,207	\$468,207
Ending Fund Balance as a % of Appropriations	11.3%	12.2%	12.0%

VISITORS ENHANCEMENT FUND - 135	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Motel-Room Occupancy Tax	\$359,406	\$285,200	\$400,000
Total Revenues and Other Financing Sources	\$359,406	\$285,200	\$400,000
Expenditures			
Tourism Operations	\$35,350	\$61,131	\$37,000
Other Financing Uses			
Transfers Out - To Other Funds	\$449,181	\$214,500	\$363,000
Total Appropriations	\$484,531	\$275,631	\$400,000
Change in Fund Balance (Revenues - Appropriations)	(\$125,125)	\$9,569	\$0
Beginning Fund Balance July 1	\$149,796	\$24,671	\$34,240
Ending Fund Balance June 30	\$24,671	\$34,240	\$34,240
Ending Fund Balance as a % of Appropriations	5.1%	12.4%	8.6%

LIBRARY GOVERNING BOARD FUND - 137	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
County Government Contributions	\$15,000	\$15,000	\$15,000
Fines and Forfeitures	\$12,475	\$5,600	\$21,800
Charges for Service	\$9,304	\$14,892	\$9,600
Contributions and Donations	\$766	\$10,622	\$0
Other	\$130	\$0	\$0
Other Financing Sources			
Transfers In - From General Fund	\$1,328,900	\$1,328,900	\$1,328,900
Total Revenues and Other Financing Sources	\$1,366,575	\$1,375,014	\$1,375,300
Expenditures			
Library Operations	\$1,385,604	\$1,375,000	\$1,375,300
Less Internal Fund Transfers	(\$105,887)	(\$108,743)	(\$127,490)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$105,887	\$108,743	\$127,490
Total Appropriations	\$1,385,604	\$1,375,000	\$1,375,300
Change in Fund Balance (Revenues - Appropriations)	(\$19,029)	\$14	\$0
Beginning Fund Balance July 1	\$62,377	\$43,348	\$43,362
Ending Fund Balance June 30	\$43,348	\$43,362	\$43,362
Ending Fund Balance as a % of Appropriations	3.1%	3.2%	3.2%

GENERAL PURPOSE SCHOOL FUND - 141	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Taxes	\$29,477,666	\$29,667,000	\$30,838,000
From State of TN	\$32,320,525	\$33,373,100	\$34,054,000
From Federal Government	\$47,299	\$40,000	\$50,000
Charges for Services	\$1,350,348	\$1,840,000	\$1,697,000
Direct Federal	\$59,610	\$60,000	\$62,500
Miscellaneous	\$585,877	\$590,000	\$590,000
Other Financing Sources			
Transfer from Fed. Proj. Fund	\$119,925	\$65,000	\$65,000
From General Fund-MOE	\$11,245,300	\$11,245,300	\$11,245,300
From General Fund-Debt	\$3,084,856	\$3,042,993	\$2,632,600
Total Revenues and Other Financing Sources	\$78,291,406	\$79,923,393	\$81,234,400
Expenditures			
Educational Services	\$71,634,805	\$74,232,250	\$75,701,100
Non-Instructional Services	\$1,023,386	\$1,308,700	\$1,257,000
Capital Outlay	\$1,087,627	\$538,050	\$538,500
Less Internal Fund Transfers	(\$1,908,043)	(\$1,944,400)	(\$1,977,900)
Other Financing Uses			
Transfers Out - To Debt Service Fund	\$3,084,856	\$3,042,993	\$3,277,400
Transfers Out - To Internal Service Funds	\$1,908,043	\$1,944,400	\$1,977,900
Transfers Out - To Other Funds	\$1,305,914	\$329,421	\$460,400
Total Appropriations	\$78,136,588	\$79,451,414	\$81,234,400
Change in Fund Balance (Revenues - Appropriations)	\$154,818	\$471,979	\$0
Beginning Fund Balance July 1	\$8,352,530	\$8,507,348	\$8,979,327
Ending Fund Balance June 30	\$8,507,348	\$8,979,327	\$8,979,327
Ending Fund Balance as a % of Appropriations	10.9%	11.3%	11.1%

SCHOOL NUTRITION FUND - 147	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Meals	\$3,848,701	\$3,309,300	\$3,358,400
Investments	\$1,958	\$2,400	\$2,000
From State Of TN	\$30,193	\$26,500	\$30,000
Unrealized Commodity Value	\$142,360	\$209,000	\$225,000
Other Local Revenue	\$0	\$65,300	\$65,300
Total Revenues and Other Financing Sources	\$4,023,212	\$3,612,500	\$3,680,700
Expenditures			
Wages/Benefits	\$1,868,387	\$1,772,400	\$1,697,200
Commodities	\$2,022,225	\$1,730,400	\$1,767,100
Fixed Charges	\$4,715	\$20,300	\$20,800
Capital Outlay	\$153,300	\$80,000	\$190,000
Other Financing Uses			
Transfers Out - To Other funds	\$0	\$9,400	\$5,600
Total Appropriations	\$4,048,627	\$3,612,500	\$3,680,700
Change in Fund Balance (Revenues - Appropriations)	(\$25,415)	\$0	\$0
Beginning Fund Balance July 1	\$2,801,559	\$2,776,144	\$2,776,144
Ending Fund Balance June 30	\$2,776,144	\$2,776,144	\$2,776,144
Ending Fund Balance as a % of Appropriations	68.6%	76.8%	75.4%

DEBT SERVICE FUND - 211	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Interest on Investments	\$446,662	\$222,322	\$0
Other Financing Sources			
Transfers In - from other funds	\$12,256,460	\$12,848,897	\$12,967,000
Total Revenues and Other Financing Sources	\$12,703,122	\$13,071,219	\$12,967,000
Expenditures			
Redemption of Bonds (Principal)	\$8,430,319	\$8,805,561	\$9,689,600
Interest on Bonds/Notes	\$4,216,949	\$4,120,263	\$3,277,400
Other Expenses	\$0	\$9,900	\$0
Bank Service Charges	\$8,538	\$6,413	\$0
Total Appropriations	\$12,655,806	\$12,942,137	\$12,967,000
Change in Fund Balance (Revenues - Appropriations)	\$47,316	\$129,082	\$0
Beginning Fund Balance July 1	\$420,662	\$467,978	\$597,060
Ending Fund Balance June 30	\$467,978	\$597,060	\$597,060
Ending Fund Balance as a % of Appropriations	3.7%	4.6%	4.6%

SOLID WASTE FUND - 415	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Refuse Collection Charges	\$2,420,605	\$2,510,000	\$2,522,000
Tipping Fees	\$375,175	\$487,038	\$484,000
Backdoor Collection	\$22,384	\$22,400	\$22,200
Tire Disposal	\$6,745	\$6,645	\$6,500
Miscellaneous	\$199,653	\$0	\$279,400
Other Financing Sources			
Transfers In - From the General Fund	\$3,493,695	\$1,900,000	\$1,800,000
Total Revenues and Other Financing Sources	\$6,518,257	\$4,926,083	\$5,114,100
Expenditures			
Trash Collection	\$852,281	\$847,827	\$945,000
Household Refuse Collection	\$2,005,189	\$2,784,221	\$2,773,900
Demolition Landfill	\$1,042,930	\$872,091	\$946,000
Recycling	\$803,859	\$0	\$0
Miscellaneous	\$87,653	\$10,200	\$57,500
Debt Service (Principal & Interest)	\$0	\$394,211	\$391,700
Depreciation	\$208,751	\$0	\$0
Less Internal Fund Transfers	(\$2,175,995)	(\$2,102,833)	(\$2,282,560)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$2,175,995	\$2,102,833	\$2,282,560
Total Appropriations	\$5,000,663	\$4,908,550	\$5,114,100
Change in Fund Balance (Revenues - Appropriations)	\$1,517,594	\$17,533	\$0
Beginning Fund Balance July 1	(\$53,543)	\$1,464,051	\$1,481,584
Ending Fund Balance June 30	\$1,464,051	\$1,481,584	\$1,481,584
Ending Fund Balance as a % of Total Appropriations	29.3%	30.2%	29.0%

STORMWATER FUND - 417	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Stormwater Fees	\$1,867,353	\$1,891,612	\$1,893,900
Miscellaneous	\$17,700	\$0	\$0
Earnings on Investments	\$7,948	\$1,338	\$1,000
Total Revenues and Other Financing Sources	\$1,893,001	\$1,892,950	\$1,894,900
Expenditures			
Operating Expenses	\$1,143,442	\$1,484,365	\$1,658,300
Debt Service (Principal & Interest)	\$0	\$123,800	\$121,600
Depreciation	\$176,783	\$0	\$0
Less Internal Fund Transfers	(\$325,299)	(\$340,000)	(\$420,610)
Other Financing Uses			
Transfers Out - To Other Funds	\$108,136	\$114,600	\$115,000
Transfers Out - To Internal Service Funds	\$325,299	\$340,000	\$420,610
Total Appropriations	\$1,428,361	\$1,722,765	\$1,894,900
Change in Fund Balance (Revenues - Appropriations)	\$464,640	\$170,185	\$0
Beginning Fund Balance July 1	\$2,975,460	\$3,440,100	\$3,610,285
Ending Fund Balance June 30	\$3,440,100	\$3,610,285	\$3,610,285
Ending Fund Balance as a % of Total Appropriations	240.8%	209.6%	190.5%

AQUATIC CENTER FUND - 419	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Donations	\$53,482	\$62,000	\$54,000
Sales/Fees	\$967,876	\$1,245,000	\$1,714,100
Other Financing Sources			
Transfers In - From Regional Sales Tax Fund	\$1,416,559	\$1,850,000	\$1,800,000
Transfers In - From Visitors Enhancement Fund	\$264,181	\$214,500	\$160,000
Transfers In - From General Fund	\$1,000,000	\$0	\$0
Total Revenues and Other Financing Sources	\$3,702,098	\$3,371,500	\$3,728,100
Expenditures			
Operating Expenses	\$2,128,971	\$1,638,500	\$2,054,600
Debt Service (Principal & Interest)	\$0	\$1,621,455	\$1,627,200
Depreciation	\$676,129	\$0	\$0
Less Internal Fund Transfers	(\$107,241)	(\$112,043)	(\$121,590)
Other Financing Uses			
Transfers Out - To Other Funds	\$46,215	\$45,400	\$46,300
Transfers Out - To Internal Service Funds	\$107,241	\$112,043	\$121,590
Total Appropriations	\$2,851,315	\$3,305,355	\$3,728,100
Change in Fund Balance (Revenues - Appropriations)	\$850,783	\$66,145	\$0
Beginning Fund Balance July 1	\$657,061	\$1,507,844	\$1,573,989
Ending Fund Balance June 30	\$1,507,844	\$1,573,989	\$1,573,989
Ending Fund Balance as a % of Total Appropriations	52.9%	47.6%	42.2%

MEADOWVIEW CONFERENCE CENTER FUND - 420	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Room Surcharge	\$127,616	\$123,984	\$130,000
FF&E Fees	\$106,835	\$0	\$140,000
Earnings on Investments	\$12,206	\$1,289	\$1,200
Other Financing Sources			
Issuance of Debt / Debt Proceeds	\$350,000	\$0	\$0
Transfers In - From Regional Sales Tax	\$2,285,233	\$2,148,622	\$1,950,000
Total Revenues and Other Financing Sources	\$2,881,890	\$2,273,895	\$2,221,200
Expenditures			
Operating Expenses	\$704,105	\$789,315	\$646,300
Debt Service (Principal & Interest)	\$0	\$1,428,578	\$1,574,900
Depreciation	\$1,505,309	\$0	\$0
Other Financing Uses			
Transfers Out - To Other Funds	\$350,000	\$40,000	\$0
Total Appropriations	\$2,559,414	\$2,257,893	\$2,221,200
Change in Fund Balance (Revenues - Appropriations)	\$322,476	\$16,002	\$0
Beginning Fund Balance July 1	\$131,971	\$454,447	\$470,449
Ending Fund Balance June 30	\$454,447	\$470,449	\$470,449
Ending Fund Balance as a % of Total Appropriations	17.8%	20.8%	21.2%

CATTAILS GOLF COURSE FUND - 421	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Sales and Fees	\$814,850	\$1,059,000	\$1,007,000
Earnings on Investments	(\$17,082)	\$268	\$200
Other Financing Sources			
Issuance of Debt / Debt Proceeds	\$0	\$0	\$0
Transfers In - from Regional Sales Tax	\$137,608	(\$161,213)	\$165,300
Total Revenues and Other Financing Sources	\$935,376	\$898,055	\$1,172,500
Expenditures			
Operating Expenses	\$965,643	\$836,597	\$1,117,400
Debt Service (Principal & Interest)	\$0	\$58,631	\$55,100
Depreciation	\$237,355	\$0	\$0
Total Appropriations	\$1,202,998	\$895,228	\$1,172,500
Change in Fund Balance (Revenues - Appropriations)	(\$267,622)	\$2,827	\$0
Beginning Fund Balance July 1	\$3,317,088	\$3,049,466	\$3,052,293
Ending Fund Balance June 30	\$3,049,466	\$3,052,293	\$3,052,293
Ending Fund Balance as a % of Total Appropriations	253.5%	341.0%	260.3%

FLEET MAINTENANCE FUND - 511	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$77,976	\$7,994	\$0
Miscellaneous	\$131,873	\$17,606	\$0
From Fund Balance	\$0	\$0	\$2,778,700
Other Financing Sources			
From Other Funds - Fleet Charges	\$7,861,329	\$7,951,566	\$8,753,400
Total Revenues and Other Financing Sources	\$8,071,178	\$7,977,166	\$11,532,100
Expenditures			
Operations	\$7,801,835	\$7,726,395	\$11,513,600
Motor Pool	\$18,541	\$9,760	\$18,500
Less Internal Transfers	(\$342,186)	(\$337,950)	(\$378,060)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$342,186	\$337,950	\$378,060
Total Appropriations	\$7,820,376	\$7,736,155	\$11,532,100
Change in Fund Balance (Revenues - Appropriations)	\$250,802	\$241,011	\$0
Beginning Fund Balance July 1	\$14,382,399	\$14,633,201	\$14,874,212
Ending Fund Balance June 30	\$14,633,201	\$14,874,212	\$14,874,212
Ending Fund Balance as a % of Appropriations	187.1%	192.3%	129.0%

RISK MANAGEMENT FUND - 615	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Charges for Services	\$47,216	\$77,178	\$53,987
Investments	\$83,933	\$12,696	\$0
Miscellaneous	\$21,989	\$0	\$0
Other Financing Sources			
From Other Funds - Risk Charges	\$2,149,217	\$2,098,940	\$2,180,513
Total Revenues and Other Financing Sources	\$2,302,355	\$2,188,814	\$2,234,500
Expenditures			
Administration	\$1,150,501	\$1,138,884	\$1,165,850
Insurance Claims	\$1,291,023	\$1,114,810	\$1,068,650
Less Internal Fund Transfers	(\$40,826)	(\$41,808)	(\$51,100)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$40,826	\$41,808	\$51,100
Total Appropriations	\$2,441,524	\$2,253,694	\$2,234,500
Change in Fund Balance (Revenues - Appropriations)	(\$139,169)	(\$64,880)	\$0
Beginning Fund Balance July 1	\$3,730,476	\$3,591,307	\$3,526,427
Ending Fund Balance June 30	\$3,591,307	\$3,526,427	\$3,526,427
Ending Fund Balance as a % of Appropriations	147.1%	156.5%	157.8%

HEALTH INSURANCE FUND - 625	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Employee Contribution	\$2,444,661	\$2,026,307	\$2,195,800
Earnings on Investments	\$40,574	\$7,264	\$7,000
Other Revenue	\$814,215	\$132,162	\$587,020
Other Financing Sources			
Transfers In - City Contributions	\$6,665,664	\$7,172,015	\$7,170,480
Total Revenues and Other Financing Sources	\$9,965,114	\$9,337,748	\$9,960,300
Expenditures			
Administration	\$1,147,992	\$1,181,498	\$1,282,000
Insurance Claims	\$6,484,439	\$7,866,909	\$7,500,000
Clinic Operations	\$1,115,979	\$1,125,065	\$1,178,300
Less Internal Fund Transfers	(\$10,002)	(\$10,010)	(\$10,260)
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$10,002	\$10,010	\$10,260
Total Appropriations	\$8,748,410	\$10,173,472	\$9,960,300
Change in Fund Balance (Revenues - Appropriations)	\$1,216,704	(\$835,724)	\$0
Beginning Fund Balance July 1	\$2,962,038	\$4,178,742	\$3,343,018
Ending Fund Balance June 30	\$4,178,742	\$3,343,018	\$3,343,018
Ending Fund Balance as a % of Appropriations	47.8%	32.9%	33.6%

RETIREEES HEALTH INSURANCE FUND - 626	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Employee Contributions	\$300,177	\$276,270	\$270,000
Other Revenue	\$32,045	\$44,762	\$0
Earnings on Investments	\$25,187	\$4,164	\$4,000
Other Financing Sources			
Transfers In - City Contributions	\$750,000	\$750,000	\$750,000
Total Revenues and Other Financing Sources	\$1,107,409	\$1,075,196	\$1,024,000
Expenditures			
Administration	\$565,066	\$548,673	\$750,000
Insurance Claims	\$74,968	\$70,273	\$274,000
Total Appropriations	\$640,034	\$618,946	\$1,024,000
Change in Fund Balance (Revenues - Appropriations)	\$467,375	\$456,250	\$0
Beginning Fund Balance July 1	\$1,895,266	\$2,362,641	\$2,818,891
Ending Fund Balance June 30	\$2,362,641	\$2,818,891	\$2,818,891
Ending Fund Balance as a % of Appropriations	369.1%	455.4%	275.3%

PUBLIC LIBRARY COMMISSION FUND - 611	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$68	\$6	\$10
Total Revenues and Other Financing Sources	\$68	\$6	\$10
Expenditures			
Supplies & Materials	\$0	\$0	\$10
Total Appropriations	\$0	\$0	\$10
Change in Fund Balance (Revenues - Appropriations)	\$68	\$6	\$0
Beginning Fund Balance July 1	\$5,002	\$5,070	\$5,076
Ending Fund Balance June 30	\$5,070	\$5,076	\$5,076
Ending Fund Balance as a % of Appropriations	NA	NA	50760.0%

BAYS MOUNTAIN COMMISSION FUND - 612	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Donations	\$22,538	\$0	\$300
Investments	\$3,461	\$297	\$15,000
Fund Balance Appropriation	\$0	\$0	\$41,200
Total Revenues and Other Financing Sources	\$25,999	\$297	\$56,500
Expenditures			
Maintenance	\$14,778	\$5,587	\$46,000
Capital Outlay	\$23,308	\$0	\$10,500
Other Financing Uses			
Transfers Out - To General Project Fund	\$0	\$36,000	\$0
Total Appropriations	\$38,086	\$5,587	\$56,500
Change in Fund Balance (Revenues - Appropriations)	(\$12,087)	(\$5,290)	\$0
Beginning Fund Balance July 1	\$234,344	\$222,257	\$175,767
Ending Fund Balance June 30	\$222,257	\$216,967	\$175,767
Ending Fund Balance as a % of Appropriations	583.6%	3883.4%	311.1%

SENIOR CITIZENS ADVISORY BOARD FUND - 612	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Charges for Services	\$118,037	\$11,237	\$283,200
Investment Earnings	\$2,946	\$293	\$400
Contributions & Donations	\$52,150	\$11,304	\$55,400
Total Revenues and Other Financing Sources	\$173,133	\$22,834	\$339,000
Expenditures			
Contractual	\$159,913	\$8,728	\$304,200
Supplies & Services	\$34,893	\$625	\$34,500
Other Expenses	\$0	\$0	\$300
Total Appropriations	\$194,806	\$9,353	\$339,000
Change in Fund Balance (Revenues - Appropriations)	(\$21,673)	\$13,481	\$0
Beginning Fund Balance July 1	\$247,140	\$225,467	\$238,948
Ending Fund Balance June 30	\$225,467	\$238,948	\$238,948
Ending Fund Balance as a % of Appropriations	115.7%	2554.8%	70.5%

PALMER CENTER TRUST FUND - 617	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$1,088	\$98	\$100
Total Revenues and Other Financing Sources	\$1,088	\$98	\$100
Expenditures			
Donations & Grants	\$0	\$0	\$100
Total Appropriations	\$0	\$0	\$100
Change in Fund Balance (Revenues - Appropriations)	\$1,088	\$98	\$0
Beginning Fund Balance July 1	\$68,857	\$69,945	\$70,043
Ending Fund Balance June 30	\$69,945	\$70,043	\$70,043
Ending Fund Balance as a % of Appropriations	NA	NA	70043.0%

ALLANDALE TRUST FUND - 620	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$5,047	\$3,388	\$2,500
Fund Balance Appropriation	\$0	\$0	\$15,000
Total Revenues and Other Financing Sources	\$5,047	\$3,388	\$17,500
Expenditures			
Operations	\$0	\$0	\$10,500
Capital Outlay	\$0	\$0	\$7,000
Total Appropriations	\$0	\$0	\$17,500
Change in Fund Balance (Revenues - Appropriations)	\$5,047	\$3,388	\$0
Beginning Fund Balance July 1	\$207,164	\$212,211	\$215,599
Ending Fund Balance June 30	\$212,211	\$215,599	\$200,599
Ending Fund Balance as a % of Appropriations	NA	NA	1146.3%

STEADMAN CEMETERY TRUST FUND - 621	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Revenues			
Investments	\$129	\$10	\$2,550
Total Revenues and Other Financing Sources	\$129	\$10	\$2,550
Expenditures			
Operations	\$930	\$540	\$2,550
Total Appropriations	\$930	\$540	\$2,550
Change in Fund Balance (Revenues - Appropriations)	-\$801	-\$530	\$0
Beginning Fund Balance July 1	\$8,419	\$7,618	\$7,088
Ending Fund Balance June 30	\$7,618	\$7,088	\$7,088
Ending Fund Balance as a % of Appropriations	819.1%	1312.6%	278.0%

Section II. At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2021
General Fund - 110	\$18,339,967
State Street Aid Fund - 121	\$4,643
Criminal Forfeiture Fund - 126	\$259,043
Drug Fund - 127	\$436,749
Regional Sales Tax Fund - 130	\$468,207
Visitors Enhancement Fund - 135	\$34,240
Library Governing Board Fund - 137	\$43,362
General Purpose School Fund - 141	\$8,979,327
School Nutrition Fund - 147	\$2,776,144
Debt Service Fund - 211	\$597,060
Solid Waste Fund - 415	\$1,481,584
Stormwater Fund - 417	\$3,610,285
Aquatic Center Fund - 419	\$1,573,989
Meadowview Conference Center Fund - 420	\$470,449
Cattails Golf Course Fund - 421	\$3,052,293
Fleet Maintenance Fund - 511	\$14,874,212
Risk Management Fund - 615	\$3,526,427
Health Insurance Fund - 625	\$3,343,018
Retiree's Health Insurance Fund - 626	\$2,818,891
Library Commission Fund - 611	\$5,076
Bays Mountain Commission Fund - 612	\$216,967
Senior Center Advisory Board Fund - 616	\$238,948
Palmer Center Trust Fund - 617	\$70,043
Allandale Fund - 620	\$215,599
Steadman Cemetery Trust Fund - 621	\$7,088

Section III. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through General Fund				
General Obligation Series 2011	\$10,742,778	\$559,104	\$559,104	\$16,771
General Obligation Public Improvement Series 2012C	\$4,790,338	\$358,890	\$358,890	\$10,767
General Obligation Refunding Series 2013	\$12,177,052	\$5,410,924	\$830,928	\$162,538
General Obligation Refunding Series 2013B	\$13,406,846	\$9,651,857	\$616,491	\$408,160
General Obligation Refunding Series 2014A	\$13,233,893	\$10,710,930	\$580,917	\$390,720
General Obligation Refunding Series 2015 (Feb)	\$17,695,000	\$14,920,000	\$1,145,000	\$556,600
General Obligation Refunding Series 2015A	\$15,105,000	\$5,081,837	\$853,194	\$162,747
General Obligation Refunding Series 2016A	\$16,580,000	\$5,746,246	\$626,863	\$198,507
General Obligation Refunding Series 2016B	\$13,360,000	\$3,842,349	\$384,073	\$131,265
General Obligation Refunding Series 2016 (Nov)	\$7,821,325	\$6,580,398	\$342,767	\$228,536
General Obligation Refunding Series 2017A	\$14,855,000	\$13,009,138	\$618,070	\$412,364
General Obligation Refunding Series 2018A	\$7,040,000	\$6,460,000	\$315,000	\$237,700
General Obligation Series 2019 Refunding (09 BABS)	\$14,100,000	\$6,770,569	\$630,490	\$338,528
General Obligation Series 2019 (Nov))	\$18,615,000	\$8,719,919	\$382,767	\$321,680
General Obligation Series 2020 Refunding 11 & 12C	\$14,925,000	\$9,210,628	\$68,181	\$166,520
Bonds -Payable Through Aquatic Center Fund				
General Obligation Series 2011	\$160,000	\$8,327	\$8,327	\$250
General Obligation Public Improvement Series 2012A	\$3,110,000	\$2,090,000	\$165,000	\$61,756
General Obligation Refunding Series 2013A (Lazy River)	\$1,310,000	\$950,000	\$60,000	\$35,613
General Obligation Refunding Series 2016B	\$9,029,862	\$8,012,651	\$800,927	\$273,735
General Obligation Refunding Series 2017A	\$164,712	\$145,862	\$6,930	\$4,624
General Obligation Refunding Series 2018C	\$2,360,000	\$2,170,000	\$100,000	\$68,469
General Obligation Series 2019 Refunding (09 BABS)	\$307,214	\$271,473	\$25,280	\$13,574
General Obligation Series 2020 Refunding 11 & 12C	\$103,584	\$103,134	\$763	\$1,865
Bonds -Payable Through Meadowview Fund				
General Obligation Refunding Series 2016A	\$9,221,016	\$7,647,102	\$834,229	\$264,173
General Obligation Refunding Series 2016 (Nov)	\$3,266,427	\$2,748,177	\$143,150	\$95,444
General Obligation Series 2019 Refunding (09 BABS)	\$542,374	\$497,753	\$46,352	\$24,888
General Obligation Series 2019 (Nov))	\$324,543	\$317,744	\$13,948	\$11,722
Bonds -Payable Through Cattails Golf Course Fund				
General Obligation Public Improvement Series 2012C	\$431,894	\$27,288	\$27,288	\$819
General Obligation Series 2019 (Nov))	\$231,817	\$226,960	\$9,963	\$8,373
General Obligation Series 2020 Refunding 11 & 12C	\$334,626	\$333,169	\$2,466	\$6,023

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through Solid Waste Fund				
General Obligation Public Improvement Series 2012C	\$1,141,983	\$158,342	\$158,342	\$4,747
General Obligation Refunding Series 2013	\$132,948	\$59,076	\$9,072	\$1,775
General Obligation Refunding Series 2013B	\$289,856	\$208,673	\$13,329	\$8,824
General Obligation Refunding Series 2014A	\$2,371,107	\$1,919,070	\$104,082	\$70,005
General Obligation Series 2019 Refunding (09 BABS)	\$161,953	\$148,629	\$13,841	\$7,432
Bonds -Payable Through Storm Water Fund				
General Obligation Series 2011	\$395,414	\$20,579	\$20,579	\$617
General Obligation Refunding Series 2016A	\$430,059	\$356,653	\$38,908	\$12,321
General Obligation Series 2019 Refunding (09 BABS)	\$323,907	\$297,259	\$27,681	\$14,863
General Obligation Series 2020 Refunding 11 & 12C	\$255,992	\$254,878	\$1,887	\$4,608
Notes				
HUD 108-Paid Through CDBG Project Fund	\$856,000	\$426,000	\$43,000	\$16,812
School EESI Series 2010-Paid Through General Purpose School Fund	\$5,045,078	\$1,447,152	\$430,374	\$9,378
Notes - Payable Through General Fund				
09 QSCB	\$1,240,000	\$395,334	\$77,374	\$18,786
2020 Capital Outlay Notes	\$2,000,000	\$2,000,000	\$166,667	\$38,142
Capital Leases				
No Capital Leases				

Section IV. During the coming fiscal year (FY 2021-2022) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Future Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Public Works - Streets Resurfacing	\$2,409,450	\$2,409,450	\$0
Public Works - Sidewalk Improvements	\$255,000	\$255,000	\$0
Public Works - Enhanced Landscaping Maintenance	\$225,000	\$225,000	\$0
Public Works - Pavement Assessment	\$205,000	\$205,000	\$0

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Schools - Facility Upgrades	\$6,000,000	\$0	\$6,000,000
Parks - Bike Park & Lighting	\$1,400,000	\$0	\$1,400,000
Parks - Bays Mtn Amphitheater	\$950,000	\$0	\$950,000
Police - Justice Center Improvements (Design)	\$400,000	\$0	\$400,000
Parks - Bays Mtn Park Exhibits	\$375,000	\$0	\$375,000
Economic Development - TCAT Facility Improvements	\$300,000	\$0	\$300,000
Public Works - Convenient Ctrs	\$300,000	\$0	\$300,000
Fire - Fire Station #2	\$275,000	\$0	\$275,000
Meadowview - Roof Replacement	\$900,000	\$0	\$900,000
Public Works - Sullivan Street Repaving	\$0	\$500,000	\$500,000
Public Works - Local Road Design	\$0	\$450,000	\$450,000
Facility Maintenance - Improvements	\$0	\$305,000	\$305,000
Fire - Facilities Improvements	\$0	\$300,000	\$300,000
Parks - Allandale Paving, Landscaping, Fencing, Cameras	\$0	\$285,000	\$285,000
Public Works - Radio Replacements	\$0	\$250,000	\$250,000
Public Works - Parks ADA	\$0	\$250,000	\$250,000
Senior Center - Atrium, Cameras, Exercise Equip.	\$0	\$225,000	\$225,000
Parks - Cement Hill (Landuse plan, vegetation mgmt)	\$0	\$185,000	\$185,000
IT - Software & Equipment	\$0	\$140,000	\$140,000
Parks - Bays Mtn Nature Ctr Balcony Rehab	\$0	\$125,000	\$125,000
Public Works - Broadband Study, Stimulus Analysis, AV Study	\$0	\$100,000	\$100,000
Traffic - Signals/Poles	\$0	\$75,000	\$75,000
Code Enforcement - Dilapidated Structures	\$0	\$75,000	\$75,000
Parks - Gyms, Cameras, Equipment	\$0	\$60,000	\$60,000

Section V. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section VI. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health

insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section VII. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section IX. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Section X. That the tax rate will be set at the state certified rate for Sullivan County inside city residents and for Hawkins County inside city residents upon receiving the final reappraisal data and final equalization rate for the FY 2021-2022 Budget (tax year 2021).

Section XI. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XII. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XIII. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XIV. This ordinance shall take effect July 1, 2021, the welfare of the City of Kingsport 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:



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 2021-2022 Water Fund Budget

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

Action Form No.: AF-174-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: R. McReynolds

Recommendation:

Hold Public Hearing
 Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10, 2021 budget work session. As required by charter, it was published in the Times News on May 25, 2021.

This ordinance establishes a 5% rate increases for customers inside the city or outside the city beginning on July 1, 2021

The Water Fund budget for FY 2021-2022 is \$15,248,600.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL WATER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the FY 2021-2022 Water Fund Budget are \$15,248,600, less inter-fund transfers of \$3,076,960, establishing a net Water Budget of \$12,171,640. These revenues are hereby appropriated.

The estimated expenditures for the FY 2021-2022 Water Fund Budget are \$15,248,600, less inter-fund transfers of \$3,076,960, establishing a net Water Budget of \$12,171,640. These expenditures are hereby appropriated.

Estimated Water Fund Revenues and Appropriations for the Fiscal Period July 1,
2021- June 30, 2022

WATER FUND - 411	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Operating Revenues			
Water Sales	\$13,246,801	\$13,644,100	\$14,166,700
Tap Fees	\$201,180	\$243,800	\$225,000
Miscellaneous Other Fees	\$772,144	\$0	\$736,400
Fund Balance Appropriation (One-Time Capital)	\$669,987	\$0	\$0
Total Operating Revenues	\$14,890,112	\$13,887,900	\$15,128,100
Non-Operating Revenues (Expenses)			
Revenue: Investment Income	\$299,385	\$125,795	\$120,000
Grants - Operating	\$0	\$0	\$0
Other Income	\$10,554	\$1,153	\$500
Other Financing Sources			
Transfers In - From Other Funds	\$181,772	\$169,000	\$189,000
Total Revenues and Other Financing Sources	\$15,200,051	\$14,014,848	\$15,248,600
Operating Expenses			
Water Department	\$7,915,083	\$7,412,800	\$7,633,940
Other	\$337,806	\$120,367	\$234,700
Debt Service (Principal & Interest)	\$0	\$3,067,521	\$4,333,000
Depreciation	\$3,423,822	\$0	\$0
Total Operating Expenses	\$11,676,711	\$10,600,688	\$12,201,640
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,313,222	\$1,508,400	\$1,425,960
Transfers Out - To General Fund (PILOT)	\$653,000	\$653,000	\$653,000
Transfers Out - To General Fund (Admin)	\$985,844	\$968,000	\$968,000
Total Appropriations	\$14,628,777	\$13,730,088	\$15,248,600
Change in Fund Balance (Revenues - Appropriations)	\$571,274	\$284,760	\$0
Beginning Fund Balance July 1	\$15,284,671	\$15,855,945	\$16,140,705
Ending Fund Balance June 30	\$15,855,945	\$16,140,705	\$16,140,705
Ending Fund Balance as a % of Appropriations	108.4%	117.6%	105.9%

Section II. At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2021
Water Fund - 411	\$16,140,705

Section III. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through Water Fund				
Tennessee Municipal Bond Fund (TMBF) - 2008	\$9,698,196	\$3,493,196	\$655,000	\$174,660
General Obligation Series 2011	\$2,430,991	\$126,520	\$126,520	\$3,795
General Obligation Public Improvement Series 2012C	\$1,181,362	\$62,267	\$62,267	\$1,869
General Obligation Refunding Series 2013	\$3,025,000	\$60,000	\$10,000	\$1,813
General Obligation Refunding Series 2013B	\$4,262,308	\$3,068,521	\$195,995	\$129,762
General Obligation Refunding Series 2014B	\$2,717,899	\$2,124,636	\$125,666	\$58,610
General Obligation Refunding Series 2015A	\$2,226,420	\$1,404,686	\$235,834	\$44,985
General Obligation Refunding Series 2016 (Nov)	\$3,294,425	\$2,771,733	\$144,377	\$96,262
General Obligation Refunding Series 2017B	\$1,167,095	\$1,029,637	\$48,759	\$32,633
General Obligation Refunding Series 2018B	\$3,966,023	\$3,680,319	\$154,130	\$133,388
General Obligation Series 2019 Refunding (09 BABS)	\$2,159,378	\$1,981,726	\$184,543	\$99,086
General Obligation Series 2019 (Nov))	\$5,730,509	\$5,610,449	\$246,275	\$206,971
General Obligation Series 2020 Refunding 11 & 12C	\$2,337,395	\$2,327,215	\$17,227	\$42,074
Loan - Payable Through Water Fund				
DWF 2014-140	\$13,235,098	\$11,322,637	\$609,900	\$196,584
No Notes				
No Capital Leases				

Section IV. During the coming fiscal year (FY 2021-2022) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Water - High Service Pump Station	\$7,000,000	\$0	\$7,000,000
Water - Master Plan Water Upgrades	\$1,500,000	\$0	\$1,500,000
Water - Meter Replacements	\$1,300,000	\$0	\$1,300,000

Proposed Future Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Water - Line Improvements	\$867,000	\$867,000	\$0
Water - Pump Station Improvements	\$153,000	\$153,000	\$0
Water - Plant Facility Improvements	\$100,000	\$100,000	\$0
Water - Equipment Purchases	\$100,000	\$100,000	\$0

Section V. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section VI. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section VII. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section IX. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Section X. The water usage rates will be increased by 5% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2021. .

Section XI. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in

accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XII. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XIII. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XIV. This ordinance shall take effect July 1, 2021, the welfare of the City of Kingsport 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:



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Adopt the FY 21-22 Sewer Fund Budget

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

Action Form No.: AF-175-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: McReynolds

Recommendation:

Hold Public Hearing
 Approve the Ordinance

Executive Summary:

The attached budget ordinance incorporates the budget that was presented to the BMA at the May 10, 2021 budget work session. As required by charter, it was published in the Times News on May 25, 2021.

This ordinance establishes a 5% rate increases for customers inside the city or outside the city beginning on July 1, 2021.

The Sewer Fund budget for FY 2021-2022 is \$15,553,100.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

PRE-FILED

ORDINANCE NO. _____ CITY RECORDER

AN ORDINANCE OF THE CITY OF KINGSPORT, TENNESSEE, ADOPTING A FINAL SEWER BUDGET AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

Section I. That the revenue received from the sources of income shown in the following summary of estimated revenues and expenditures for each fund of the City's annual operating budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022 are hereby appropriated for the various purposes set out in the budget detail on file in the Offices of the City Manager and City Recorder.

The estimated revenues for the FY 2021-2022 Sewer Fund Budget are \$15,553,100, less inter-fund transfers of \$2,782,970, establishing a net Sewer Budget of \$12,770,130. These revenues are hereby appropriated.

The estimated expenditures for the FY 2021-2022 Sewer Fund Budget are \$15,553,100, less inter-fund transfers of \$2,782,970, establishing a net Sewer Budget of \$12,770,130. These expenditures are hereby appropriated.

Estimated Sewer Fund Revenues and Appropriations for the Fiscal Period July 1,
2021- June 30, 2022

SEWER FUND - 412	Actual FY 2020	Estimated FY 2021	Budget FY 2022
Operating Revenues			
Sewer Charges	\$14,162,871	\$14,855,106	\$15,015,000
Tap Fees	\$251,411	\$274,740	\$250,000
Miscellaneous Other Fees	\$234,449	\$135,700	\$197,900
Fund Balance Appropriation (One-Time Capital)	\$639,874	\$660,000	\$0
Total Operating Revenues	\$15,288,605	\$15,925,546	\$15,462,900
Nonoperating Revenues (Expenses)			
Revenue: Investment Income	\$384,293	\$78,500	\$90,200
Grants - Operating	\$0	\$0	\$0
Other Income	\$4,804	\$0	\$0
Total Revenues and Other Financing Sources	\$15,677,702	\$16,004,046	\$15,553,100
Operating Expenses			
Sewer Department	\$7,663,585	\$7,155,424	\$7,044,230
Debt Service (Principal & Interest)	\$0	\$5,820,813	\$5,725,900
Depreciation	\$5,512,404	\$0	\$0
Total Operating Expenses	\$13,175,989	\$12,976,237	\$12,770,130
Other Financing Uses			
Transfers Out - To Internal Service Funds	\$1,123,824	\$1,256,600	\$1,175,970
Transfers Out - To General Fund (PILOT)	\$838,000	\$838,000	\$838,000
Transfers Out - To General Fund (Admin)	\$766,283	\$805,400	\$769,000
Total Appropriations	\$15,904,096	\$15,876,237	\$15,553,100
Change in Fund Balance (Revenues - Appropriations)	(\$226,394)	\$127,809	\$0
Beginning Fund Balance July 1	\$19,573,314	\$19,346,920	\$19,474,729
Ending Fund Balance June 30	\$19,346,920	\$19,474,729	\$19,474,729
Ending Fund Balance as a % of Appropriations	121.6%	122.7%	125.2%

Section II. At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

Fund Name - Fund #	Estimated Fund Balance/ Net Position at June 30, 2021
Sewer Fund - 412	\$19,474,729

Section III. That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2021	FY 2022 Principal Payment	FY 2022 Interest Payment
Bonds -Payable Through Sewer Fund				
General Obligation Series 2011	\$2,410,816	\$125,470	\$125,470	\$3,764
General Obligation Public Improvement Series 2012C	\$1,673,596	\$88,211	\$88,211	\$2,648
General Obligation Refunding Series 2013	\$27,760,000	\$12,090,000	\$1,085,000	\$360,081
General Obligation Refunding Series 2013B	\$9,550,991	\$6,875,949	\$439,186	\$290,771
General Obligation Refunding Series 2014B	\$6,582,101	\$5,145,364	\$304,334	\$141,940
General Obligation Refunding Series 2015A	\$4,823,895	\$3,043,477	\$510,972	\$97,468
General Obligation Refunding Series 2016 (Nov)	\$6,952,823	\$5,849,692	\$304,705	\$203,159
General Obligation Refunding Series 2017B	\$10,082,905	\$8,895,363	\$421,241	\$281,929
General Obligation Refunding Series 2018B	\$1,308,977	\$1,214,681	\$50,870	\$44,024
General Obligation Series 2019 Refunding (09 BABS)	\$3,239,067	\$2,972,591	\$276,814	\$148,630
General Obligation Series 2019 (Nov))	\$3,421,614	\$3,349,928	\$147,048	\$123,580
General Obligation Series 2020 Refunding 11 & 12C	\$2,642,486	\$2,630,979	\$19,476	\$47,566
No Loans				
No Notes				
No Capital Leases				

Section IV. During the coming fiscal year (FY 2021-2022) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Sewer - Miscellaneous I&I Rehab	\$3,000,000	\$0	\$3,000,000
Sewer - System Improvements SLS	\$2,300,000	\$0	\$2,300,000
Sewer - Reedy Creek Trunk Sewer	\$1,000,000	\$0	\$1,000,000
Sewer - WWTP Electrical Improvements	\$600,000	\$0	\$600,000

Proposed Future Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Sewer - Pump Station Improvements	\$255,000	\$255,000	\$0
Sewer - Line Improvements	\$255,000	\$255,000	\$0
Sewer - Maintenance Facility Improvements	\$100,000	\$100,000	\$0

Section V. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

Section VI. That authority be and the same is given to the City Manager to transfer part or all of any unencumbered appropriations balance among programs within a department and between departments within any given fund, and across departments and/or funds for fleet, risk management or health insurance matters. The Board of Mayor and Aldermen may by Ordinance transfer part or all of any unencumbered appropriations balance from one fund to another.

Section VII. That authority be and the same is hereby given to the City Manager to transfer an employee from one class title (position) to any other class title (position) listed on the Pay and Classification Plan at the budgeted salary fixed for that Class Title (position) by the Pay Schedule and Wage Projections for the City's Employees by specific reference; for such purpose, to, as the same may from time to time become necessary or desirable, add to or delete from a division listed on the Personnel Detail any class title or titles. The Board of Mayor and Aldermen shall establish a salary range for each class title (Position) and the steps from entry level to maximum appearing on the Pay Schedule.

Section VIII. That the Tennessee Consolidated Retirement System Rate will be approved at 20.24% for current employees only and the employees under the bridge will be 23.74%. That employees hired after July 1, 2012 will participate in a Defined Contribution Program with a mandatory contribution of 5%.

Section IX. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

Section X. The sewer usage rates will be increased by 5% for both inside and outside city customers. These water rates shall be applicable to all billings rendered on or after July 1, 2021. .

Section XI. This annual operating and capital budget ordinances and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in

accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

Section XII. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

Section XIII. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

Section XIV. This ordinance shall take effect July 1, 2021, the welfare of the City of Kingsport 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:



AGENDA ACTION FORM

Amend the FY 2021 the General Purpose School Fund and the General Project Fund Budgets.

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

Action Form No.: AF-170-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 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 four at their meeting on May 11, 2021. This amendment increases the General Purpose School Fund budget by \$1,257,730. There are grants being received for the Summer Learning program (\$849,494) and for Student Enrichment (\$6,600). There are donations being received of \$1,636. There is also a Fund Balance appropriation of \$400,000 to fund architect fees for Dobyns-Bennett renovations. This amendment also amends the General Project Fund - Dobyns-Bennett Renovation budget by \$400,000. These funds will be used to fund architect fees for re-roofing and pool renovations.

Attachments:

1. Ordinance
2. BOE Budget Amendment Number Four – 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:

22

	<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 Other State Education Funds by \$849,494; the estimated revenue for Other State Grants by \$6,600; the estimated revenue for Other Local Revenue by \$1,636 and the estimated revenue for Unreserved Fund Balance Appropriations by \$400,000. The expenditure budget will be amended by increasing the appropriations for Summer Learning Program Salaries and Benefits by \$819,669; the appropriation for Summer Learning Program Instructional Supplies & Materials by \$29,825; the appropriation for Kennedy-Instructional Equipment by \$2,000; the appropriation for Curriculum & Instruction-Instructional Supplies by \$48,000; the appropriation for Principals Office-Other Charges by \$6,600; the appropriation for Dobyns-Bennett-Non-Instructional Equipment by \$2,000; the appropriation for Cora Cox-Non-Instructional Equipment by \$1,636; the appropriation for Fund Transfers by \$400,000 and by decreasing the appropriation for Staff Development-Staff Development by \$50,000; the appropriation for Kennedy-Principal Travel by \$2,000. The General Project Fund Budget will be amended by increasing the estimated revenue for the Dobyns-Bennett Renovation project (GP2111) – Transfers from School Fund by \$400,000 and by increasing the appropriations for Architect Fees by \$400,000.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-338-6590 Other State Education Funds	0	849,494	849,494
141-0000-338-6980 Other State Grants	0	6,600	6,600
141-0000-369-4990 Other Local Revenue	639,742	1,636	641,378
141-0000-392-0100 Fund Balance Appropriations	1,246,656	400,000	1,646,656
Totals	1,886,398	1,257,730	3,144,128

<u>Expenditures:</u>	\$	\$	\$
141-7150-711-0116 Reg Ed – Teacher Salaries	664,400	489,375	1,153,775
141-7150-711-0163 Reg Ed – Inst Assistants	0	148,800	148,800
141-7150-711-0201 Reg Ed – Social Security	57,900	39,571	97,471
141-7150-711-0204 Reg Ed – State Retirement	94,800	62,305	157,105
141-7150-711-0211 Red Ed – Local Retirement	0	4,284	4,284
141-7150-711-0212 Reg Ed – Medicare	13,600	9,256	22,856
141-7150-711-0429 Reg Ed – Inst Supplies	0	29,825	29,825
141-7150-711-0599 Reg Ed – Other Charges	0	2,555	2,555
141-7250-772-0131 Health Ser – Medical Per.	122,900	27,000	149,900
141-7250-772-0201 Health Ser – Social Security	7,200	1,674	8,874
141-7250-772-0204 Health Ser – State Retirement	9,900	2,773	12,673
141-7250-772-0212 Health Ser – Medicare	1,700	392	2,092

141-7250-772-0599	Health Ser – Other Charges	3,000	108	3,108
141-7250-773-0123	Other Std Sup – Counselors	0	6,750	6,750
141-7250-773-0201	Other Std Sup – Social Sec	8,200	418	8,618
141-7250-773-0204	Other Std Sup – St Retirement	11,800	693	12,493
141-7250-772-0212	Other Std Sup – Medicare	2,000	98	2,098
141-7250-772-0599	Other Std Sup – Other Chrgs	13,656	27	13,683
141-7250-801-0104	Principals – Principals Salary	0	12,000	12,000
141-7250-801-0162	Principals – Clerical Per	0	7,950	7,950
141-7250-801-0201	Principals – Social Security	0	1,237	1,237
141-7250-801-0204	Principals – State Retire	0	2,033	2,033
141-7250-801-0212	Principals – Medicare	0	290	290
141-7250-801-0599	Principals – Other Charges	0	80	80
141-7130-711-0722	Kennedy – Inst Equipment	5,655	2,000	7,655
141-7154-711-0429	C & I – Inst Supplies	182,550	48,000	230,550
141-7252-781-0457	Staff Dev – Staff Developmnt	55,000	(50,000)	5,000
141-7215-801-0599	Jackson-Principal Other Chg	0	1,600	1,600
141-7216-801-0599	Roosevelt-Principal Othr Chg	0	1,600	1,600
141-7220-801-0599	Jefferson-Principal Other Chg	0	1,600	1,600
141-7225-801-0599	Johnson-Principal Other Chg	0	1,800	1,800
141-7230-801-0355	Kennedy-Principal Travel	2,000	(2,000)	0
141-7600-871-0790	DB – Non-Inst Equipment	109,003	2,000	111,003
141-7247-871-0790	Cora Cox – Non-Inst Equip.	2,000	1,636	3,636
141-7950-881-0590	Transfers to Other Funds	573,828	400,000	973,828
Totals		1,941,092	1,257,730	3,198,822

Fund 311: General Project Fund
Dobyns-Bennett Renovation Project (GP2111)

<u>Revenues:</u>	\$	\$	\$
311-0000-391-2100 Transfers from School Fund	41,870	400,000	441,870
Total:	41,870	400,000	441,870

<u>Expenditures:</u>			
311,0000-601-2023 Architect Fees	41,870	400,000	441,870
Total:	41,870	400,000	441,870

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:

APPROVED AS TO FORM:

ANGELA MARSHALL, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

April 13, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TENNESSEE ARTS COMMISSION GRANTS

Four KCS elementary schools (Jackson, Jefferson, Johnson, and Roosevelt) have applied for and received Tennessee Arts Commission grants. The grants will fund ticket subsidies for Barter Theatre. It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,600.

ITEM TWO: DOBYNS-BENNETT RENOVATION FUNDS

In order to enter into an agreement with Thompson & Litton Architects for design work associated with the Dobyns-Bennett roof and the pool HVAC and dehumidification system, funding need to be put into place. While most, if not all of this work will be funded with ESSER funds when those funds become available it is necessary to fund the initial design work with local funds. It is recommended that the estimated revenue for Unreserved Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$400,000.

ITEM THREE: CORA COX DONATIONS

Cora Cox has received donations of \$1,636. These donations have been received from Food City (\$636) and Madelyn and Stewart Baggett (\$1,000). The Cora Cox administration has requested that these funds be used to towards the purchase a used van to replace the van that is currently being used. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Capital Outlay in increased by \$1,636.

ITEM FOUR: LEARNING CAMPS

The State has allocated \$849,494 for Learning Camps. This consist of sub-grants for Summer Learning (\$500,336), Bridge Camp (206,205), and STREAM (\$142,953). These funds will be spent on personnel costs for our summer program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit accounts in increased by \$849,494.

ITEM FIVE: MISCELLANEOUS TRANSFERS

- Kennedy - Kennedy Elementary has requested to transfer \$2,000 of their Principal Travel funds to their Instructional Equipment account.
- Curriculum & Instruction – The Curriculum & Instruction department has requested to transfer \$2,000 of their STREAM Instructional Supply funds to the Dobyns-Bennett Capital Outlay account for the purchase of microphones. In addition, they have requested to transfer \$50,000 from their Staff Development account to their Instructional Supply

account for summer school supplies.

SCHOOL SPECIAL PROJECTS FUND

The School Special Projects Fund was previously amended for a budget total of \$1,246,725. There has been one additional grant received from United Way. This is a United We Read – Technology grant. The purpose of this grant is to purchase wireless internet access for students. It is recommended that the estimated revenue for Other Local Revenues and the appropriations for Technology Capital Outlay be increased by \$8,000. The revised School Special Projects budget will be \$1,254,725.

CAPITAL PROJECTS FUND

Dobyns-Bennett Renovations – GP2112

This project currently has a budget of \$41,870. It is recommended that this budget be amended by \$400,000 by increasing the estimated revenue for Transfers from School fund and by increasing the appropriation for Architect Fees by \$400,000. This will fund the design for roof replacement and pool HVAC and dehumidification upgrades.



AGENDA ACTION FORM

Amend the FY 2021 School Special Projects Fund Budget

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

Action Form No.: AF-171-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: David Frye
 Presentation By: David Frye

Recommendation:

Approve the Ordinance

Executive Summary:

On May 11, 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 \$1,246,275 as previously amended. There has been one new grant received from United Way for Technology. The amount is \$8,000. This makes the amended total \$1,254,275.

Attachments:

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

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: *205*

	Y	N	O
Adler	—	—	—
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Ottermann	—	—	—
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	105,050	0	105,050
FRC021 Family Resource Center	61,612	0	61,612
HAG021 Homeless Assistance	65,000	0	65,000
KTIP21 Kingsport Truancy Intervention	53,720	0	53,720
LIFE21 Niswonger Rural Life 21 Grant	101,179	0	101,179
MMT021 Mentors Matter	33,440	0	33,440
PK5121 Pre-K Expansion Grant System-Wide	592,716	0	592,716
PL1021 Project Lead the Way Grant-Sevier	10,000	0	10,000
SSA021 Safe Schools Act	125,460	0	125,460
UWRT21 United We Read Technology Grant	0	8,000	8,000
Transfer from General School Fund	98,368	0	98,368
<i>Totals:</i>	1,246,725	8,000	1,254,725
<u>Expenditures:</u>	\$	\$	\$
Instruction	598,166	0	598,166
Support Services	648,599	8,000	656,599
Non-Instructional Services	0	0	0
Capital Outlay	0	0	0
Other	0	0	0
<i>Totals:</i>	1,246,275	8,000	1,254,725

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.

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

Angela Marshall, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

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

April 13, 2021

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: TENNESSEE ARTS COMMISSION GRANTS

Four KCS elementary schools (Jackson, Jefferson, Johnson, and Roosevelt) have applied for and received Tennessee Arts Commission grants. The grants will fund ticket subsidies for Barter Theatre. It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$6,600.

ITEM TWO: DOBYNS-BENNETT RENOVATION FUNDS

In order to enter into an agreement with Thompson & Litton Architects for design work associated with the Dobyns-Bennett roof and the pool HVAC and dehumidification system, funding need to be put into place. While most, if not all of this work will be funded with ESSER funds when those funds become available it is necessary to fund the initial design work with local funds. It is recommended that the estimated revenue for Unreserved Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$400,000.

ITEM THREE: CORA COX DONATIONS

Cora Cox has received donations of \$1,636. These donations have been received from Food City (\$636) and Madelyn and Stewart Baggett (\$1,000). The Cora Cox administration has requested that these funds be used to towards the purchase a used van to replace the van that is currently being used. It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Cora Cox Capital Outlay in increased by \$1,636.

ITEM FOUR: LEARNING CAMPS

The State has allocated \$849,494 for Learning Camps. This consist of sub-grants for Summer Learning (\$500,336), Bridge Camp (206,205), and STREAM (\$142,953). These funds will be spent on personnel costs for our summer program. It is recommended that the estimated revenue for Other State Education grants and the appropriations for various salary and benefit accounts in increased by \$849,494.

ITEM FIVE: MISCELLANEOUS TRANSFERS

- Kennedy - Kennedy Elementary has requested to transfer \$2,000 of their Principal Travel funds to their Instructional Equipment account.
- Curriculum & Instruction – The Curriculum & Instruction department has requested to transfer \$2,000 of their STREAM Instructional Supply funds to the Dobyns-Bennett Capital Outlay account for the purchase of microphones. In addition, they have requested to transfer \$50,000 from their Staff Development account to their Instructional Supply

account for summer school supplies.

SCHOOL SPECIAL PROJECTS FUND

The School Special Projects Fund was previously amended for a budget total of \$1,246,725. There has been one additional grant received from United Way. This is a United We Read – Technology grant. The purpose of this grant is to purchase wireless internet access for students. It is recommended that the estimated revenue for Other Local Revenues and the appropriations for Technology Capital Outlay be increased by \$8,000. The revised School Special Projects budget will be \$1,254,725.

CAPITAL PROJECTS FUND

Dobyns-Bennett Renovations – GP2112

This project currently has a budget of \$41,870. It is recommended that this budget be amended by \$400,000 by increasing the estimated revenue for Transfers from School fund and by increasing the appropriation for Architect Fees by \$400,000. This will fund the design for roof replacement and pool HVAC and dehumidification upgrades.



AGENDA ACTION FORM

Adopt the FY 2021-2022 Metropolitan Planning Project Grant Fund Budget

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

Action Form No.: AF-176-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

Each year the City of Kingsport receives funding from the Federal Highway Administration through the Tennessee Department of Transportation for the Metropolitan Planning Project Grant. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total FY 2021-2022 budget for the Metropolitan Planning Project Grant Fund is \$430,093.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE METROPOLITAN TRANSPORTATION PLANNING GRANT PROJECT FUNDS; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Metropolitan Transportation Planning Grant Project Fund budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$430,093.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures shall be deposited in the Metropolitan Planning Grant Project Fund 122 as received.

Section III. That the Metropolitan Planning Grant Project Fund 122 budget providing for receipt and appropriation of Metropolitan Planning Grant Project Funds is hereby established as follows:

<u>Revenues</u>		<u>Expenditures</u>	
FTA Sec. 5303 TN	\$49,000	Personal Services	\$341,443
Federal FHWA TN	299,402	Contract Services	75,850
General Fund	67,713	Commodities	8,500
VDot-FHWA	9,259	Capital Outlay	4,050
V Dot-Sec 5303	4,719	Insurance	250
Total Revenues	\$430,093	Total Expenditures	\$430,093

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary in an amount not to exceed \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. 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:



AGENDA ACTION FORM

Adopt the FY 2021-2022 Community Development Block Grant Fund Budget

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

Action Form No.: AF-177-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

Each year the City receives funding from the US Department of Housing and Urban Development for the Community Development Block Grant program. Since this grant project runs for the life of the grant funds, it is not appropriate to include these funds in the annual budget. However, it is appropriate to provide for the grant via a capital/grant project budget ordinance. The total FY 2021-2022 budget for the Community Development Block Grant Fund is \$446,397.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO APPROPRIATE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Community Development Block Grant budget be established by providing for the expenditure of funds by appropriating funding in the amount of \$446,397.

COMMUNITY DEVELOPMENT FUND

CD2201	CDBG Administration	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$87,983	
124-0000-603.10-10	Salaries		\$54,580
124-0000-603.10-20	Social Security		\$4,480
124-0000-603.10-30	Health Insurance		\$4,580
124-0000-603.10-43	Retirement		\$4,370
124-0000-603.10-50	Life Insurance		\$110
124-0000-603.10-52	Long Term Disability		\$100
124-0000-603.10-60	Workman's Compensation		\$50
124-0000-603.10-61	Unemployment Insurance		\$30
124-0000-603.20-10	Advertising and Publication		\$500
124-0000-603.20-21	Accounting/Auditing		\$1,200
124-0000-603.20-34	Telephone		\$1,500
124-0000-603.20-40	Travel		\$5,000
124-0000-603.20-43	Dues/Membership		\$2,000
124-0000-603.20-99			\$4,233
124-0000-603.30-10	Office Supplies		\$5,000
124-0000-603.30-11	Postage		\$250
Total CD2201 - CDBG Administration		\$87,983	\$87,983
CD2204	KAHR Program	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$171,914	
124-0000-603.10-10	Salaries		\$45,654
124-0000-603.40-23	Grants		\$126,260
Total CD2204 - KAHR Program		\$171,914	\$171,914
CD2205	Community Enrichment	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$66,500	
124-0000-603.40-23	Grants		\$66,500
Total CD2205 - Community Enrichment		\$66,500	\$66,500

CD2225	Code Enforcement	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$50,000	
124-0000-603.10-10	Salaries		\$50,000
	Total CD2225 - Code Enforcement	\$50,000	\$50,000

CD2235	HOPE VI – Section 108	Revenue	Expense
124-0000-331.10-00	Community Development Block Grant	\$70,000	
124-0000-603.40-23	Grants		\$70,000
	Total CD2235 - Code Enforcement	\$70,000	\$70,000

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:

Angela Marshall, Deputy City Recorder

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Adopt the FY 21-22 School Public Law 93-380 Grant Project Fund Budget

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

Action Form No.: AF-178-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: McCartt, Frye

Recommendation:

Approve the Ordinance.

Executive Summary:

Each year the City of Kingsport School system receives federal funding for the Public Law 93-380 grant for instructional and educational purposes. The funding for this year's grant was presented in the budget work sessions on May 13, 2021. Since this grant project runs for the life of the grant funds, it is not included in the annual budget. However, it is provided for through a separate capital/grant budget ordinance. The total FY 2021-2022 budget for the Schools Public Law 93-380 Grant Project Fund is \$22,403,109.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH PL93-380 GRANT PROJECT FUND FOR THE PL93-380 GRANT, TO APPROPRIATE SUCH FUNDS AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT as follows:

SECTION I. That there is hereby created the PL93-380 Grant Project Fund for the PL93-380 Grant.

SECTION II. That funds received from the sources of revenue shown in the following summary of estimated revenues and expenditures for this school grant project budget shall be deposited in the PL93-380 Grant Project Fund as received.

SECTION III. That the PL93-380 Grant Project Fund budget providing for receipt and appropriation of PL93-380 Grant Funds is hereby established as follows:

Public Law 93-380 Grant Project Fund - 142	
Revenues	Budget
Federal Grants	\$22,403,109
Total Revenues	\$22,403,109
Expenditures	Budget
Instruction	\$10,930,577
Support Services	\$3,049,118
Capital Outlay	\$8,000,000
To School Fund	\$85,506
To Risk Fund	\$12,071
To Consolidated Admin.	\$325,837
Total Expenditures	\$22,403,109

SECTION IV. That the books, accounts, orders, vouchers or other official documents relating to items of appropriation covered shall indicate the items involved either by name or by symbol or code number as prefixed in the budget detail on file in the Offices of the City Manager and the City Recorder.

SECTION V. That authority is given to the City Manager to issue vouchers in payment of the items of appropriations or expenditures, as they become due or necessary as set out by the foregoing sections and to make expenditures for items exceeding an aggregate cost of \$15,000 when such items are explicitly listed as individually budgeted items in the budget detail.

SECTION VI. That this ordinance shall take effect on July 1, 2021, the public 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:



AGENDA ACTION FORM

Budget Adjustment Ordinance for the Stormwater Project Fund in FY21

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

Action Form No.: AF-180-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

This ordinance closes twelve Stormwater projects, recapturing \$992,153 and redistributes those funds across six Stormwater projects; five of which are new. Stormwater projects are funded through Stormwater Funds during the annual budget process. This budget cleanup was done in lieu of creating new projects out of Stormwater Fund Balance for the FY 2021-2022 budget cycle.

New projects created are the Lochwood Dr Storm Upgrades project (ST2106), the Grove Dr Storm Upgrades project (ST2107), the Reservoir Rd Storm Upgrades project (ST2108), the Rosehaven Ct Storm Upgrades project (ST2109), and the Main St Storm Upgrades project (ST2110).

Projects being closed are: ST1707, ST1900, ST1901, ST1902, ST1903, ST2000, ST2000, ST2001, ST2002, ST2004, ST2006, & ST2102.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE STORMWATER 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 Stormwater Project Fund be amended by transferring \$100,000 from the Town Park Lofts project (ST1707), \$49,780 from the Stormwater Infrastructure project (ST1900), \$48,563 from the Equipment Vehicle Purchase project (ST1901), \$9,575 from the Buffer Land Purchase/Agreement project (ST1902), \$4,600 from the Urban Forestry Initiative project (ST1903), \$86,895 from the Stormwater Infrastructure Improvements project (ST2000), \$243,972 from the Buffer Land Purchase/Agreement project (ST2001), \$47,710 from the Urban Forestry Initiative project (ST2002), \$30,000 from the Watershed Master Plan project (ST2003), \$111,938 from the Miscellaneous Storm Rehab project (ST2004), \$49,350 from the Watershed Improvements project (ST2006), \$100,000 from the Watershed Improvement project (ST2101) and \$109,770 from the Miscellaneous Storm Rehab project (ST2102) to the Stormwater Infrastructure Improvements project (ST2100) in the amount of \$22,153, to the Lochwood Dr Storm Upgrades project (ST2106) in the amount of \$200,000, to the Grove Dr Storm Upgrades project (ST2107) in the amount of \$150,000, the Reservoir Rd Storm Upgrades project (ST2108) in the amount of \$100,000, to the Rosehaven Ct Storm Upgrades project (ST2109) in the amount of \$120,000, and to the Main St Storm Upgrades project (ST2110) in the amount of \$400,000. Close ST1707, ST1900, ST1901, ST1902, ST1903, ST2000, ST2000, ST2001, ST2002, ST2004, ST2006, & ST2102.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Stormwater Project Fund:457			
Town Park Lofts (ST1707)			
Revenues:	\$	\$	\$
457-0000-39195-00 Storm Water Fund	100,000	(100,000)	0
Totals:	100,000	(100,000)	0
Exeenditures:	\$	\$	\$
457-0000-622.90-03 Improvements	100,000	(100,000)	0
Totals:	100,000	(100,000)	0
Stormwater Infra Im (ST1900)			
Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	134,000	{49,780}	84,220
Totals:	134,000	(49,780)	84,220
Ex enditures:	\$	\$	\$
457-0000-622.90-03 Improvements	134,000	(49,780)	84,220
Totals:	134,000	(49,780)	84,220

Equipment/Vehicle Purchase (ST1901)**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund	90,000	(48,563)		41,437
Totals:	90,000	(48,563)		41,437

Ex enditures:

	\$	\$	\$	
457-0000-622.90-06 Purchases \$5,000 & Over	90,000	{48,563}		41,437
Totals:	90,000	(48,563)		41,437

Buffer Land Pur/Easement (ST1902)**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund	10,000	(9,575)		425
Totals:	10,000	(9,575)		425

Ex enditures:

	\$	\$	\$	
457-0000-622.90-01 Land	10,000	(9,575)		425
Totals:	10,000	(9,575)		425

Urban Forest/Initiative (ST1903)**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund	10,000	(4,600)		5,400
Totals:	10,000	(4,600)		5,400

Ex enditures:

	\$	\$	\$	
457-0000-622.90-03 Improvements	10,000	{4,600}		5,400
Totals:	10,000	(4,600)		5,400

Stormwater Infrastructure (ST2000)**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund	200,000	{86,895}		113,105
Totals:	200,000	(86,895)		113,105

Ex enditures:

	\$	\$	\$	
457-0000-622.90-03 Improvements	200,000	(86,895)		113,105
Totals:	200,000	(86,895)		113,105

Buffer Land Purchase/Esmt (ST2001)**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund	243,972	(243,972)		0
Totals:	243,972	(243,972)		0

Ex enditures:

	\$	\$	\$	
457-0000-622.90-01 Land	243,972	(243,972)		0
Totals:	243,972	(243,972)		0

Urban Forest Initiative {S12002}

Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	47,710	(47,710)	0
Totals:	47,710	(47,710)	0

ExQenditures:	\$	\$	\$
457-0000-622.90-03 Improvements	47,710	(47,710)	0
Totals:	47,710	(47,710)	0

Watershed Master Plan (S12003)

Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	150,000	{30,000}	120,000
Totals:	150,000	(30,000)	120,000

ExQenditures:	\$	\$	\$
457-0000-622.20-23 Arch/Eng/Landscaping Serv	150,000	(30,000)	120,000
Totals:	150,000	(30,000)	120,000

Misc Stormwater Rehab (S12004)

Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	118,059	{111,938}	6,121
Totals:	118,059	(111,938)	6,121

ExQenditures:	\$	\$	\$
457-0000-622.90-03 Improvements	118,059	(111,938)	6,121
Totals:	118,059	(111,938)	6,121

Watershed ImQ {S12006}

Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	50,000	(49,350)	650
Totals:	50,000	(49,350)	650

ExQenditures:	\$	\$	\$
457-0000-622.20-23 Arch/Eng/Landscaping Serv	10,000	(9,350)	650
457-0000-622.90-06 Purchases \$5,000 & Over	40,000	(40,000)	0
Totals:	50,000	(49,350)	650

Watershed ImQ {ST2101}

Revenues:	\$	\$	\$
457-0000-391.95-00 Storm Water Fund	200,000	(100,000)	100,000
Totals:	200,000	(100,000)	100,000

ExQenditures:	\$	\$	\$
457-0000-622.20-22 Construction Contracts	200,000	{100,000}	100,000
Totals:	200,000	(100,000)	100,000

Misc SW Line Rehab {ST2102}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	109,770	\$	(109,770)	\$	0
Totals:		109,770		(109,770)		0

Ex enditures:

457-0000-622.90-03 Improvements	\$	109,770	\$	(109,770)	\$	0
Totals:		109,770		(109,770)		0

Stormwater Infrastructure Im {ST2100}**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	200,000	\$	22,153	\$	222,153
Totals:		200,000		22,153		222,153

Ex enditures:

457-0000-622.90-03 Improvements	\$	200,000	\$	22,153	\$	222,153
Totals:		200,000		22,153		222,153

Lochwood Dr Storm UE!grades (ST2106)**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	0	\$	200,000	\$	200,000
Totals:		0		200,000		200,000

Ex enditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv	\$	0	\$	30,000	\$	30,000
457-0000-622.90-03 Improvements		0		170,000		170,000
Totals:		0		200,000		200,000

Grove Dr Storm UE!grades (ST2107)**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	0	\$	150,000	\$	150,000
Totals:		0		150,000		150,000

Ex enditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv	\$	0	\$	20,000	\$	20,000
457-0000-62290-03 Improvements		0		130,000		130,000
Totals:		0		150,000		150,000

Reservoir Rd Storm U grades (ST2108)**Revenues:**

457-0000-391.95-00 Storm Water Fund	\$	0	\$	100,000	\$	100,000
Totals:		0		100,000		100,000

ExE!enditures:

457-0000-622.90-03 Improvements	\$	0	\$	100,000	\$	100,000
Totals:		0		100,000		100,000

Rosehaven Ct Storm U grades (ST2109)**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund		0	120,000	120,000
Totals:		0	120,000	120,000

Ex enditures:

	\$	\$	\$	
457-0000-622.90-03 Improvements		0	120,000	120,000
Totals:		0	120,000	120,000

Main St Storm U grades {ST2110}**Revenues:**

	\$	\$	\$	
457-0000-391.95-00 Storm Water Fund		0	400,000	400,000
Totals:		0	400,000	400,000

Ex enditures:

	\$	\$	\$	
457-0000-622.90-03 Improvements		0	400,000	400,000
Totals:		0	400,000	400,000

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

ATTEST:

PATRICK W. SHULL, Mayor

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

Budget Adjustment Ordinance for the Stormwater Project Fund in FY21

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

Action Form No.: AF-180-2021
 Work Session: June 1, 2021
 First Reading: June 1, 2021

Final Adoption: June 15, 2021
 Staff Work By: Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

This ordinance closes twelve Stormwater projects, recapturing \$992,153 and redistributes those funds across six Stormwater projects; five of which are new. Stormwater projects are funded through Stormwater Funds during the annual budget process. This budget cleanup was done in lieu of creating new projects out of Stormwater Fund Balance for the FY 2021-2022 budget cycle.

New projects created are the Lochwood Dr Storm Upgrades project (ST2106), the Grove Dr Storm Upgrades project (ST2107), the Reservoir Rd Storm Upgrades project (ST2108), the Rosehaven Ct Storm Upgrades project (ST2109), and the Main St Storm Upgrades project (ST2110).

Projects being closed are: ST1707, ST1900, ST1901, ST1902, ST1903, ST2000, ST2000, ST2001, ST2002, ST2004, ST2006, & ST2102.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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: _____

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



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY21

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

Action Form No.: AF-161-2021
Work Session: May 17, 2021
First Reading: May 18, 2021

Final Adoption: June 1, 2021
Staff Work By: Morris
Presentation By: McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund budget is being amended by increasing various revenue accounts to adjust to actual. The total amount of the adjustment is \$952,000. It covers FY20 & 21 charges for Police Radio licensing and \$268,000 to Solid Waste Fund to cover Fleet overages. It also increase project fund lines to fund upcoming Bridge Inspections, bulldozer rental, FY22 Police Radio licensing and relocation of the Skate Park.

The General Projects-Special Revenue Fund budget is being amended by appropriating \$48,400 to the Bridge Inspection project (NC2114), \$132,000 to the Police Radio License project (NC2115), and \$150,000 to the Bulldozer Rental project (NC2116).

The Solid Waste Fund is being amended by increasing the General Fund appropriation by \$268,000 to cover Fleet expenditures.

The General Projects Fund is being amended by appropriating \$2,034,514 to the Skate Park project (GP2105).

The CDBG Fund is being increased by accepting another CARES grant in the amount of \$407,522 to the CDBG CARES project (CD2036).

The Transit (KATS) fund is being amended by appropriating state and federal grant funding to the Sect 5339 Capital Grant project (FTA033) for a project total of \$471,482 and the Sect 5339 Capital Grant B (FTA034) project for a project total of \$123,551. The city match for these projects is \$56,455.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

ORDINANCE NO.

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

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

SECTION I. That the General Fund budget be amended by increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$952,000.

SECTION II. That the General Projects-Special Revenue Fund budget be amended by appropriating \$48,400 from the General Fund to the Bridge Inspection project (NC2114), by appropriating \$132,000 to the Police Radio License project (NC2115), and by appropriating \$150,000 to the Bulldozer Rental project (NC2116).

SECTION III. That the Solid Waste Fund budget be increased by increasing the From General Fund (415-0000-391.01-00) by \$268,000 and increasing the Repair & Maint-Vehicles line (415-4027-462.20-56) by \$192,000, the Fleet Vehicle Rental line (415-4027-462.40-26) by \$75,000, and the Vehicle Ins Chgd by FLM line (415-4027-462.50-26) by \$1,000.

SECTION IV. That the General Projects Fund be amended by appropriating \$2,034,514 to the Skate Park project (GP2105).

SECTION V. That the CDBG Fund be amended by accepting an additional CARES appropriation of \$407,522 to the CDBG CARES project (CD2036).

SECTION VI. That the Urban Mass Transit Capital/Grant Fund budget be amended by appropriating funds received from the Tennessee Department of Transportation to the Sect 5339 Capital Grant project (FTA033) and the Sect 5339 Capital Grant B project (FTA034). The grant is broken into two projects. Both projects reflect a Federal through State grant requiring a local match. The Federal amount received will increase the Sect 5339 Capital Grant project (FTA033) budget by \$359,806 and the Sect 5339 Capital Grant B project (FTA034) budget by \$75,366. The State of Tennessee match will increase the Sect 5339 Capital Grant project (FTA033) budget by \$67,576 and the Sect 5339 Capital Grant B project (FTA034) budget by \$35,830. The local match will increase the Sect 5339 Capital Grant project (FTA033) budget by \$44,100 and the Sect 5339 Capital Grant B project (FTA034) budget by \$12,355.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Fund: 110</u>			
<u>Revenues:</u>	\$	\$	\$
110-0000-311.10-10 Commercial	11,230,249	200,000	11,430,249
110-0000-311.10-15 Industrial	2,835,129	15,000	2,850,129
110-0000-311.10-20 Farm	94,026	12,000	106,026
110-0000-311.10-30 Residential	14,400,000	65,000	14,465,000
110-0000-311.20-10 Tan Commercial	7,710,000	75,000	7,785,000
110-0000-311.30-00 Public Utilities-SA	1,200,000	60,000	1,260,000
110-0000-311.40-00 Prior Years	700,000	125,000	825,000
110-0000-333.10-00 Sales Tax-Sullivan	17,000,000	400,000	17,400,000
<i>Totals:</i>	55,169,404	952,000	56,121,404

Expenditures:

110-3060-446.20-55	Repairs & Maintenance	\$	0	\$	263,800	\$	263,800
110-4804-481.70-22	To Solid Waste Fund		1,500,000		268,000		1,768,000
110-4804-481.70-35	To Gen Proj-Special Rev		710,980		330,400		1,041,380
110-4804-481.70-36	To General Project Fund		3,425,000		2,034,514		5,459,514
110-4810-481.20-99	Miscellaneous		2,034,514		(2,034,514)		0
110-4874-481.74-30	TIF-The Blake		83,700		73,500		157,200
110-4890-901.60-01	Future Appropriations		25,000		16,300		41,300
Totals:			7,779,194		952,000		8,731,194

Account Number/Description:**General Projects-Special Revenue Fund: 111****Bridge Inspections (NC2114)****Revenues:**

111-0000-391.01-00	From General Fund	\$	0	\$	48,400	\$	48,400
Totals:			0		48,400		48,400

Expenditures:

111-0000-601.20-20	Professional/Consultant		0		48,400		48,400
Totals:			0		48,400		48,400

Police Radio License (NC2115)**Revenues:**

111-0000-391.01-00	From General Fund	\$	0	\$	132,000	\$	132,000
Totals:			0		132,000		132,000

Expenditures:

111-0000-601.20-55	Repairs/Maintenance		0		132,000		132,000
Totals:			0		132,000		132,000

Bulldozer Rental (NC2116)**Revenues:**

111-0000-391.01-00	From General Fund	\$	0	\$	150,000	\$	150,000
Totals:			0		150,000		150,000

Expenditures:

111-0000-601.20-54	Machinery/Equipment Rental		0		150,000		150,000
Totals:			0		150,000		150,000

Account Number/Description:**Fund 415: Solid Waste Fund****Revenues:**

415-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 1,500,000	\$ 268,000	\$ 1,768,000
1,500,000	268,000	1,768,000

Expenditures:

415-4027-462.20-56 Repair & Maint-Vehicles

415-4027-462.40-26 Fleet Vehicle Rental Fee

415-4027-462.50-26 Vehicle Ins Chgd by FLM

Totals:

\$ 0	\$ 192,000	\$ 192,000
0	75,000	75,000
0	1,000	1,000
0	268,000	268,000

Account Number/Description:**General Project Fund: 311****Skate Park (GP2105)****Revenues:**

311-0000-391.01-00 From General Fund

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 150,000	\$ 2,034,514	\$ 2,184,514
150,000	2,034,514	2,184,514

Expenditures:

311-0000-601.90-03 Improvements

Totals:

\$ 150,000	\$ 2,034,514	\$ 2,184,514
150,000	2,034,514	2,184,514

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

124-0000-331.10-00 Community Development

Totals:

<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
\$ 249,332	\$ 407,522	\$ 656,854
249,332	407,522	656,854

Expenditures:

124-0000-603.40-23 Grants

Totals:

\$ 249,332	\$ 407,522	\$ 656,854
249,332	407,522	656,854

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>UMTA Capital/Grant Project Fund:123</u>			
<u>Sect 5339 Capital Grant (FTA033)</u>	\$	\$	\$
<u>Revenues:</u>			
123-0000-331.20-00 Federal Rev/UMTA Section 9	0	359,806	359,806
123-0000-332.90-00 State Rev/ Dept of Trans	0	67,576	67,576
123-0000-391.01-00 From the General Fund	0	44,100	44,100
<i>Totals:</i>	0	471,482	471,482
<u>Expenditures:</u>			
123-5902-602.90-06 Purchases \$5,000 & Over	0	471,482	471,482
<i>Totals:</i>	0	471,482	471,482
 <u>Sect 5339 Capital Grant B (FTA034)</u>	 \$	 \$	 \$
<u>Revenues:</u>			
123-0000-331.20-00 Federal Rev/UMTA Section 9	0	75,366	75,366
123-0000-332.90-00 State Rev/ Dept of Trans	0	35,830	35,830
123-0000-391.01-00 From the General Fund	0	12,355	12,355
<i>Totals:</i>	0	123,551	123,551
<u>Expenditures:</u>			
123-5902-602.90-06 Purchases \$5,000 & Over	0	123,551	123,551
<i>Totals:</i>	0	123,551	123,551

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

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



AGENDA ACTION FORM

Ratify the Mayor's Signature to Apply for and Accept a Section 5307 Capital Grant for the Construction of a Transit Garage and Maintenance Facility

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

Action Form No.: AF-153-2021
 Work Session: May 17, 2021
 First Reading: May 18, 2021

Final Adoption: June 1, 2021
Staff Work By: Chris Campbell
Presentation By: Chris Campbell

Recommendation:

Approve the Resolution
 Approve the Ordinance

Executive Summary:

The Tennessee Department of Transportation (TDOT) previously awarded Kingsport a highly competitive Improve Act grant in the amount of \$2,446,907 to assist with the construction of a transit garage/maintenance facility. Based on the Improve Act grant terms, that amount was the maximum allowed. In order to fully fund the construction phase another funding source is needed. Public Transit projects have traditionally been funded using a mixture of Federal, State, and Local sources. The Improve Act funding will be used to leverage a Federal grant to provide the remaining funding needed to construct the facility. The new grant will be split as shown below. The local match for this grant is already available.

	Federal	State	Local	Total
New FTA Grant for Construction	\$1,680,000	\$210,000	\$210,000	\$2,100,000

Attachments

1. Resolution
2. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

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

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE ON THE APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION SECTION 5307 CAPITAL GRANT FUNDS FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE TRANSIT GARAGE AND MAINTENANCE FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE SUCH GRANT FUNDS

WHEREAS, Federal Transit Administration Section 5307 Grant Funds in the total amount of \$1,680,000.00, including a \$210,000.00 local match, are available for operation of a fixed route bus service and ADA/handicapped transportation service for the construction of the transit garage and maintenance facility; and

WHEREAS, the deadline for applying for the grant funds was May, 2021; and

WHEREAS, the mayor executed the application for the grant funds in order to meet the deadline; and

WHEREAS, the City of Kingsport must enter into a contract with the Federal Transit Administration to receive the funds under Section 5307 funds; and

WHEREAS, the \$210,000.00 local match is available in account number 110-4804-481.70-13.

Now therefore,

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

SECTION I. That the execution of the application for the Federal Transit Administration Section 5307 Capital Grant Funds from the U.S. Department Of Transportation for the transit garage and maintenance facility by Mayor Patrick W. Shull is ratified and approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Federal Transit Administration Section 5307 Grant Funds, in the total amount \$1,680,000.00, including a \$210,000.00 local match, including a contract with the Federal Transit Administration available through the Tennessee Department of Transportation for the construction of the transit garage and maintenance facility.

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

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO.

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

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

SECTION I. That the General Project Fund budget be increased by accepting Federal and State funds through the Tennessee Department of Transportation in the amount of \$1,890,000 along with a local match of \$210,000 to the Transit Garage project (GP1727) to assist in the construction of a public transit garage.

SECTION II. That the General Fund budget be amended by transferring matching funds of \$210,000 from the To UMTA Fund line (110-4804-481.70-13) to the General Project Fund line (110-4804-481.70-36).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Project Fund: 311</u>			
<u>Transit Garage (GP1727)</u>			
<u>Revenues:</u>	\$	\$	\$
311-0000-332.90-00 Dept of Transportation	2,446,907	1,890,000	4,336,907
311-0000-368.10-54 Series 2016 GO (Nov 4)	13,530	0	13,530
311-0000-368.10-55 Series 2017 A GO Bonds	588,415	0	588,415
311-0000-368.10-56 GO Bonds Series 2018 A	86,060	0	86,060
311-0000-368.21-01 Premium From Bond Sale	30,332	0	30,332
311-0000-391.01-00 From General Fund	148,121	210,000	358,121
Totals:	3,313,365	2,100,000	5,413,365

<u>Expenditures:</u>	\$	\$	\$
311-0000-601.20-22 Construction Contracts	2,446,907	2,100,000	4,546,907
311-0000-601.40-41 Bond Sale Expense	6,787	0	6,787
311-0000-601.90-03 Improvements	859,671	0	859,671
Totals:	3,313,365	2,100,000	5,413,365

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
<u>General Fund: 110</u>			
<u>Expenditures:</u>	\$	\$	\$
110-4804-481.70-13 To UMTA Fund	374,655	(210,000)	164,655
110-4804-481.70-36 General Project Fund	3,215,000	210,000	3,425,000
Totals:	3,589,655	0	3,589,655

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

ATTEST:

PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

Angela Marshall, Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Contract Renewal with MedFit Center for a Physical Wellness Program

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

Action Form No.: AF-164-2021
 Work Session: June 1, 2021
 First Reading: NA

Final Adoption: June 1, 2021
 Staff Work By: Committee
 Presentation By: C. Austin

Recommendation:

Approve the Resolution

Executive Summary:

In our efforts of maintaining a healthy workforce and an injury free workplace, proper training and education is required. Since 2015, the city has operated a physical wellness program with MedFit LLC, a local vendor. This program includes, but is not limited to; job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program); job coaching / medical exercise training (assess muscle strength/imbbalances, stretching/exercise program), educational seminars, and department meeting / training.

In 2018, a request for proposals was advertised with three responsive vendors. MedFit was awarded the contract. The contract was for one year with a renewal option annually, for up to three years. We propose to renew the final option for FY22.

Based on recent usage and increased costs, MedFit has proposed revisions in their rates (which have remained the same since 2015) and the hours included in the contract. Their request is included in the BMA packet. Total cost for FY22 is projected to be \$190,950 (8% increase over FY21 contract - \$176,970). This is the third, and final, contract renewal. Funding has been identified in the FY22 budget.

Attachments:

1. Resolution
2. MedFit 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 AND AMENDING THE AGREEMENT WITH MEDFIT, LLC FOR A PHYSICAL WELLNESS PROGRAM FOR FY22 AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2018, the bid for a physical wellness program was awarded to MedFit, LLC for the amount of \$148,200.00; and

WHEREAS, the program included, but is not limited to job evaluation (identify needs of ergonomic intervention, recommendation for any workstation changes, provide a strength/flexibility program), job coaching, medical exercise training (assess muscle strength/imbalance, stretching/exercise program), and educational seminars; and

WHEREAS, the agreement was for one year with a renewal option annually for up to three years; and

WHEREAS, due to the recent usage, the increase of hours has caused an increase in the agreement amount; and

WHEREAS, the city would like to renew the agreement with MedFit, LLC for FY22, at an amount of \$190,950.00.

WHEREAS, funding is identified in the FY22 budget.

Now therefore,

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

SECTION I. That the renewal of the agreement with MedFit, LLC for FY22 at an amended cost of \$190,950.00 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, an amendment to the agreement with MedFit, LLC and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the amendment to 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 amendment 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 public.

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



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

February 23, 2021

Dear Kingsport Management,

The MedFit Center would like to request the renewal of the MedFit Preventative Wellness Program for the City of Kingsport. The program has shown a cost avoidance of \$2,748,455 over the first two years of the program with a projected 3rd year cost avoidance of \$1,200,000.00. That brings the total three-year cost avoidance of the City of Kingsport to \$3,948,456.58. These results demonstrate a Return on Investment for the city of 8.0!

The cost avoidance numbers do not include any musculoskeletal Workers' Compensation numbers which will be directly affected by the ergonomics that we perform both out on the job and improving workstations.

We have continued to demonstrate not only cost avoidance but an improvement in work culture through surveys and cutting-edge programs to help different departments such as First Responders' Yoga.

This year we plan to expand the First Responders' Yoga, implement a Citywide employee yoga class, and place stretching programs into the departments where they will be the most beneficial. We have implemented the latter program at other facilities and have seen exceptional results.

We have seen an increased cost due to safety protocols, cost increases with disinfecting, cleaning tools and supplies due to COVID-19. In addition to these costs, we have not had an increase in our hourly rate for the five years we have been performing our program for the City of Kingsport. During this time, the inflation rate has increased 10.63%. With an estimated cost avoidance of \$3,948,456.58 over a three-year period, we are asking for an increase of \$17,460. This is only .44% of the significant three-year savings for the City or 1.3% of your average year savings for the first two years of this contract. In addition, we have been able to demonstrate an ROI for the City with this program of 8.0.

We have included a breakdown of our proposal for the fiscal year 2021-2022 on the following page.

We would like to thank the City and the MedFit Committee for the opportunity to make a difference in the lives of the City of Kingsport employees through the MedFit Preventative Wellness Program.

Stan L. Johnson
Owner, The MedFit Center/ GBC Wellness Center
423.677.1980
stan@greatbodycompany.com

YOUR SOLUTION TO SUCCESS



Per the MedFit Committee's conversation with the City budget director, we have adjusted the renewal rate for Fiscal 2021-2022. We have shown a total cost avoidance of \$916,765.38 for the first nine months of this year alone without the Workers' Compensation numbers.

- Three Year Return on Investment of 8.0
- We are asking for 1.3% of the average of the first two years of this contract's savings
- Year 1 Cost Avoidance - \$1,182,265.91
- Year 2 Cost Avoidance - \$1,566,190.67
- Year 3 Cost Avoidance – Estimated \$1,200,000
- **Estimated Total 3-Year Cost Avoidance - \$3,948,456.58**
- These numbers are *without* Musculoskeletal Workers' Compensation Numbers
- Due to COVID-19, we have cut back on ergonomics, not done seminars, education, or outreach
- We charge fewer hours for Stall Street, planning and notes, and reporting than actual
- Costs rise due to Safety Protocols due to COVID-19
- Costs rise due to Disinfectant, cleaning tools, and supplies due to COVID-19
- The inflation rate since we began the program is 10.63%

UPDATE 2021-2022 MedFit Prices for the City of Kingsport

Item	Cost/Hour	Units	Total Item Averages
Job Evaluation for Ergonomics	90	168	15,120
Workstation Assessment for Ergonomics	90	96	8,640
Job Coaching/ Assessment Exercise Training	70	2185	152,950
Educational Seminar/Department Meetings	70	80	5,740
Reporting	48	180	8,640
		Total	190,950



AGENDA ACTION FORM

Apply and Receive a Public Works Investment Grant through the U.S. Economic Development Administration

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

Action Form No.: AF 165-2021
 Work Session: June 1, 2021
 First Reading: NA

Final Adoption: June 1, 2021
 Staff Work By: Niki Ensor
 Presentation By: Ryan McReynolds

Recommendation:

Approve the resolution

Executive Summary:

The City of Kingsport is seeking U.S. Department of Commerce - Economic Development Administration (EDA) funding in the amount of \$1,500,000 to assist with upgrades to the Water Treatment Plant's High Service Pump Station.

The City of Kingsport is eligible for funding from EDA at a required 50 percent cost share rate which equates to a \$1,500,000 match. Funding for the match will be from the Water Fund Reserve. The project is estimated at \$6,400,000. Therefore, the city will be providing more match than required.

EDA's mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. This funding request falls under EDA's Public Works investments which support the construction to generate or retain private sector jobs and investments, attract private sector capital, and promote regional competitiveness.

Attachments:

1. Resolution

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 MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A PUBLIC WORKS INVESTMENT GRANT THROUGH THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION

WHEREAS, the city, through the Public Works Department, would like to apply for a grant through the U.S. Department of Commerce - Economic Development Administration (EDA) that will assist with upgrades to the Water Treatment Plant's High Service Pump Station; and

WHEREAS, the maximum amount of the grant award is \$1,500,000.00, and the grant requires a 1 to 1 match, which is available in the water fund reserve.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the U.S. Department of Commerce - Economic Development Administration (EDA) in the amount of \$1,500,000.00 for the Water Treatment Plant's High Service Pump Station, which will require a 1 to 1 match.

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

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

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Enter Into an Agreement with the Boone Lake Association

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

Action Form No.: AF-95-2021
 Work Session: June 1, 2021
 First Reading: N/A

Final Adoption: June 1, 2021
 Staff Work By: Staff
 Presentation By: Mayor Shull

Recommendation:

Approve the Resolution

Executive Summary:

On March 15, 2021 a formal request for funding in the amount of \$31,250 was made to the Kingsport Board of Mayor and Aldermen by the Boone Lake Association (BLA). If approved, funds would go towards the purchase of a "basket skimmer boat" for use on the Holston River channel of Boone Lake, refer to attached supplemental information.

As a result of the Boone Lake Dam construction/repair the City of Kingsport has received TVA Impact funds, as have other cities and counties within northeast Tennessee. These funds are intended to offset the impact to the public infrastructure and/or financial loss to local governments as a result of construction on TVA assets. As stated in their March 15th presentation, the BLA is requesting funding from the TVA Impact funds the City has received in the amount of \$31,250. The attached resolution/agreement defines the parameters as to how these funds must be used.

The counties of Washington and Sullivan along with the City of Johnson City have already contributed funding to the BLA for the purchase of skimmer boats.

Attachments:

1. Resolution
2. Supplemental Information

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 DONATION AGREEMENT
WITH THE BOONE LAKE ASSOCIATION AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE
THE PURPOSE OF THE AGREEMENT

WHEREAS, the Boone Lake Association has requested a donation in the amount of \$31,250.00, for the purchase of a skimmer boat as described at the March 15, 2021, work session presentation by the Boone Lake Association to the board of mayor and alderman; and

WHEREAS, funding is contingent upon the Boone Lake Association securing matching funds in the amount of \$31,250.00 from an entity other than Sullivan County within 12 months of the date of this resolution; and

WHEREAS, if the Boone Lake Association is unable to secure the necessary matching funds within 12 months, the board of mayor and alderman may provide one extension up to 6 months; and

WHEREAS, the donation is subject to the requirement of an agreement with Boone Lake Association; and

WHEREAS, Boone Lake Association represents that, pursuant to TCA 6-54-111, it is a non-profit charitable organization and that it provides year round services benefitting the general welfare of the residents of the city; and

WHEREAS, in accordance with the agreement, any funds provided herein by the city shall be used and expended as approved by the city's board of mayor and alderman as set out in the agreement; and

WHEREAS, the donation of funds from the city are subject to the requirements and terms of the agreement between the parties as set out below.

Now therefore,

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

SECTION I. That a donation agreement with the Boone Lake Association 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 donation agreement with the Boone Lake Association and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT

This Agreement (hereinafter "Agreement") is made and entered into effective this __ day of June, 2021, by and between Boone Lake Association, (hereinafter BLA) a Tennessee nonprofit charitable organization and City of Kingsport (hereinafter "City").

WITNESSETH:

WHEREAS, BLA represents that it is a nonprofit charitable organization that provides year round service benefiting the general welfare of the residents of the City as set out in T.C.A. section 6-54-111.

WHEREAS, BLA has requested a donation from the City to assist in the purchase of a trash skimmer used to remove debris from a lake.

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Based on the representations of BLA above and contained in the letter, a copy of which is attached hereto as Exhibit A, dated April 8, 2021 to J. Michael Billingsley, City Attorney for City executed by Lawrence L. Larson, Past Treasurer of BLA, which by execution of this Agreement BLA adopts as its letter, and the presentation made by representatives of BLA to the City's board of mayor and aldermen at its March 15, 2021, work session, and subject to the conditions contained herein City will make a contribution to BLA of Thirty-One Thousand Two Hundred Fifty and 00/100 dollars (\$31,250.00), subject to the terms and conditions contained herein and the resolution approving this Agreement by City.

2. As a precedent condition to City making the contribution, BLA must have obtained in its possession a matching amount of Thirty-One Thousand Two Hundred Fifty and 00/100 dollars (\$31,250.00) from a source other than contributions already received, pledged or approved by a contributor, including from Sullivan County, Tennessee. The matching funds must be received within twelve months of June 1, 2021. City's board of mayor and aldermen may extend this time for up to six (6) additional months.

3. The contribution can be used only for the purchase of a skimmer as described by BLA in its presentation to City's board of mayor and aldermen at its March 15, 2021 work session.

4. BLA will maintain its status as a nonprofit charitable organization for at least two years after the purchase of the skimmer.

5. The skimmer will only be used year round on the Holston River channel of Boone Lake. It may also be used on Fort Patrick Henry Lake, as hereinafter described.

6. Upon request of City, through its city manager, the skimmer must be available for use on Fort Patrick Henry Lake, under the supervision of BLA.

7. Should BLA fail to comply with the provisions of this Agreement, fail to acquire the skimmer, or should its representations in the recitals not be correct, BLA will return in full the amount of the contribution to City that City made to BLA.

8. The term of this Agreement is five (5) years from the effective date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. The board finds that in accordance with the representations by the Boone Lake Association that they are qualified under TCA 6-54-111 for this donation, that it provides year round services and the use of the funds provided by the city will be used to benefit the general welfare of the residents of the city, including 1) use of the skimmer purchased with the donation on Fort Patrick Henry Lake, 2) use of the skimmer in Boone Lake only on the Holston River channel that feeds Fort Patrick Henry Reservoir and ultimately flows through the city, and 3) Boone Lake, like other reservoirs in the northeast Tennessee and southwest Virginia provides a recreational amenity to the citizens of Kingsport and serves as an attraction for tourists visiting Kingsport or the region.

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

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

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

ADOPTED this the 1st day of June, 2021.

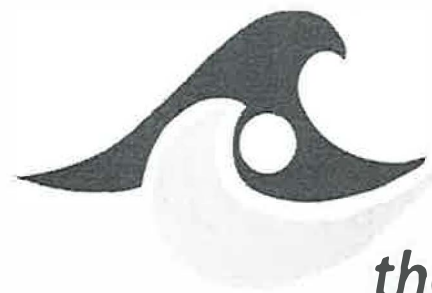
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



*Watching
the Waters*

\$31,250.00

Boone Lake Vegetation Management City of Kingsport, City of Bristol

**Boone Lake Association
Val Kosmider
March 2021**



Discussion Topics

- * **Issues:**
 - Dam Construction to end 2021/22**
 - * **During Refilling/Testing, Expect Significant Debris**
 - * Trash
 - * Cutting Remnants
 - * Logs
 - * **Removal of Debris Critical to Boone Lake Users**
 - * Navigation
 - * Recreation
 - * Liability





TVA Removing Trees & Bushes

- * TVA has contracted to remove trees
- * Started summer 2019
 - 600 acres
- * Spring/summer 2020/21
 - Additional 700 acres

Cuttings remain in place!





Potential Scope & Challenge

- * BLA Uniquely Qualified
 - * 25 Years of Experience
- * Regionalism Opportunity
 - * Where Ideas Meet Reality





Proposal

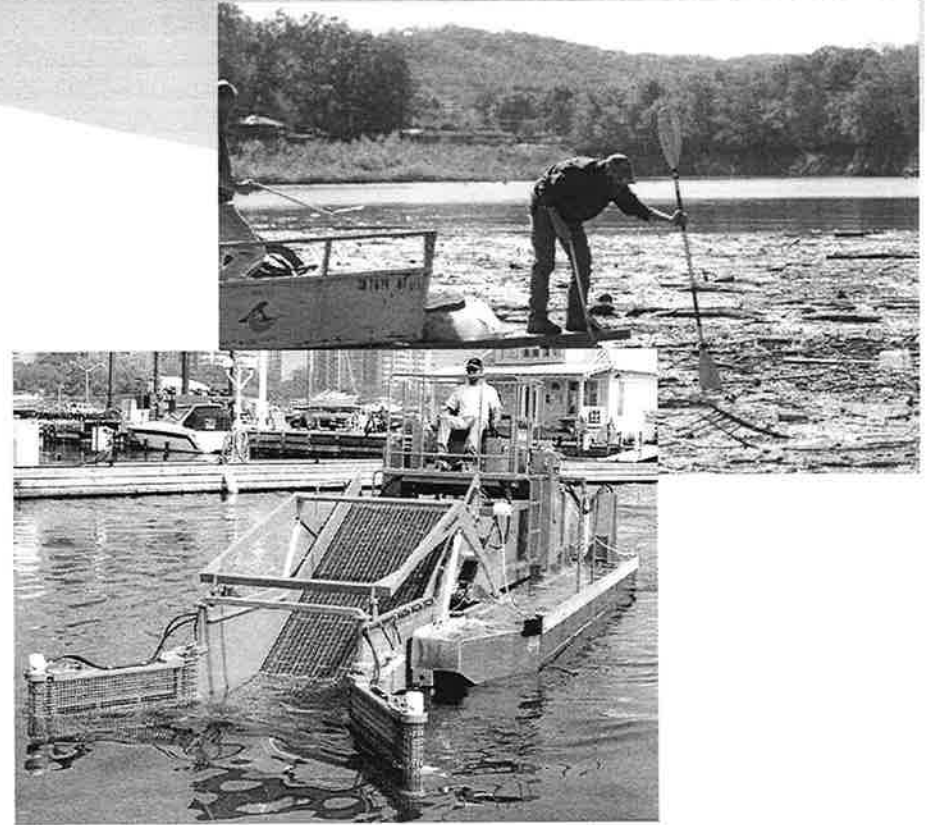
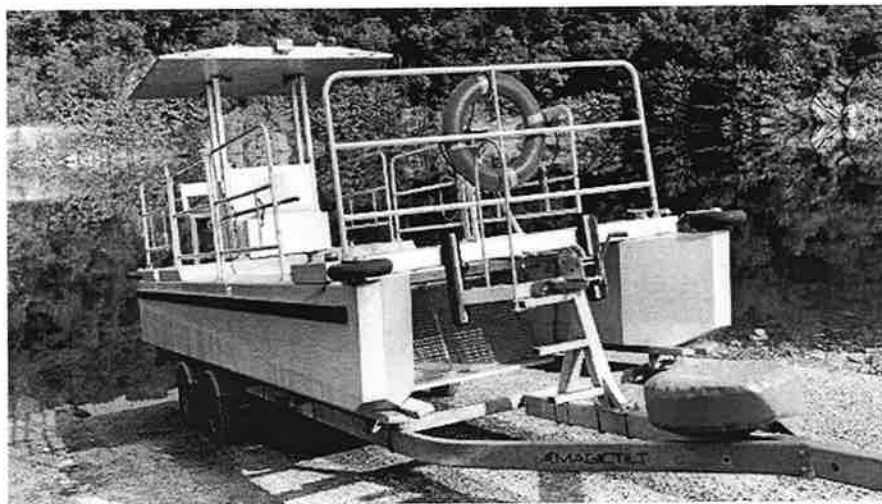
BLA Removes Debris

* Equipment

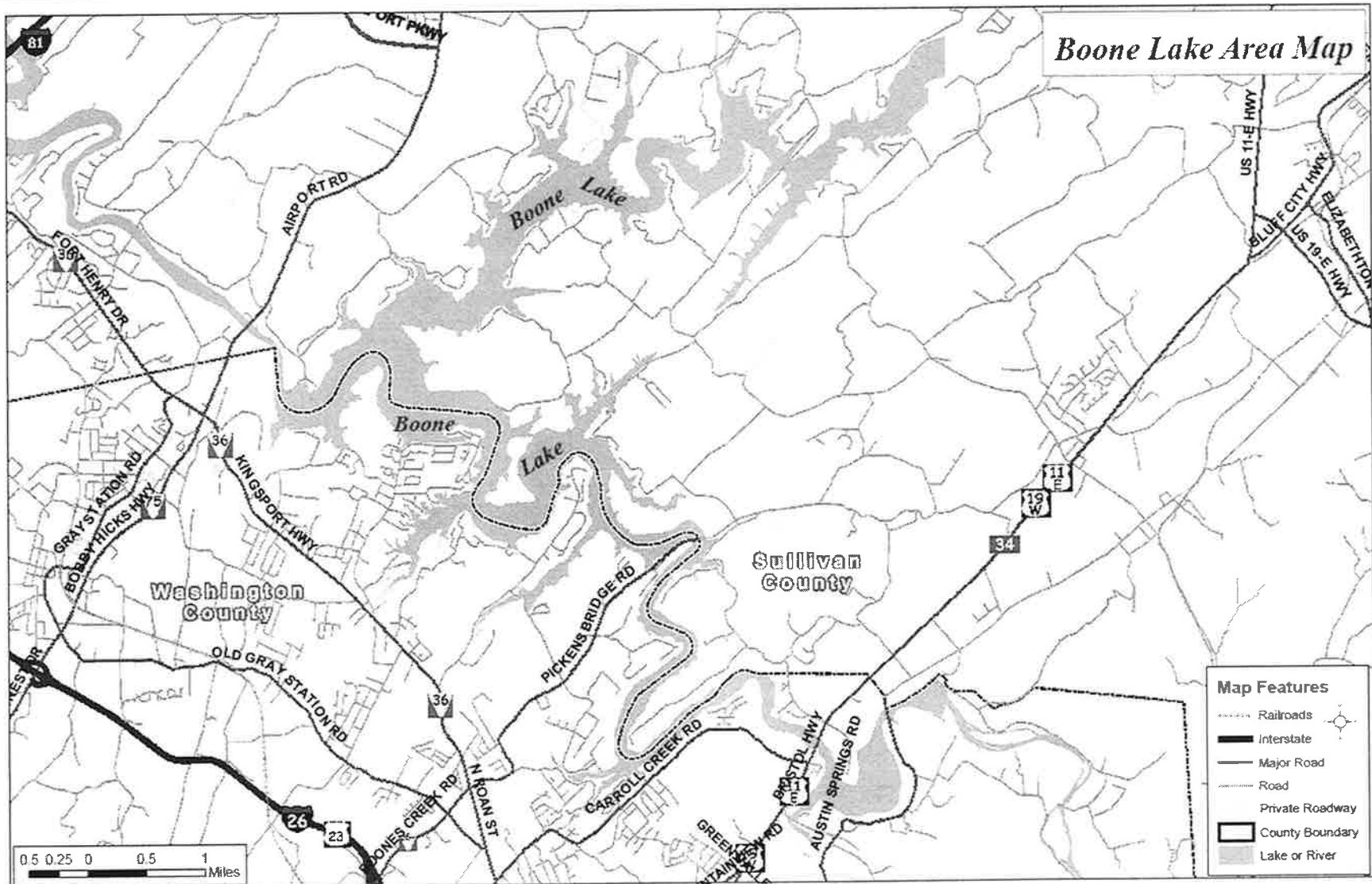
- * Existing:
2 Pontoons, 2 Skiffs, Fish Nets

* Proposed Options:

- * Do Nothing: \$0.0
- * Hydraulic Skimmer: \$750K+
- * Basket Skimmer: \$125K



Regionalization





Watauga Side Skimmer Approved

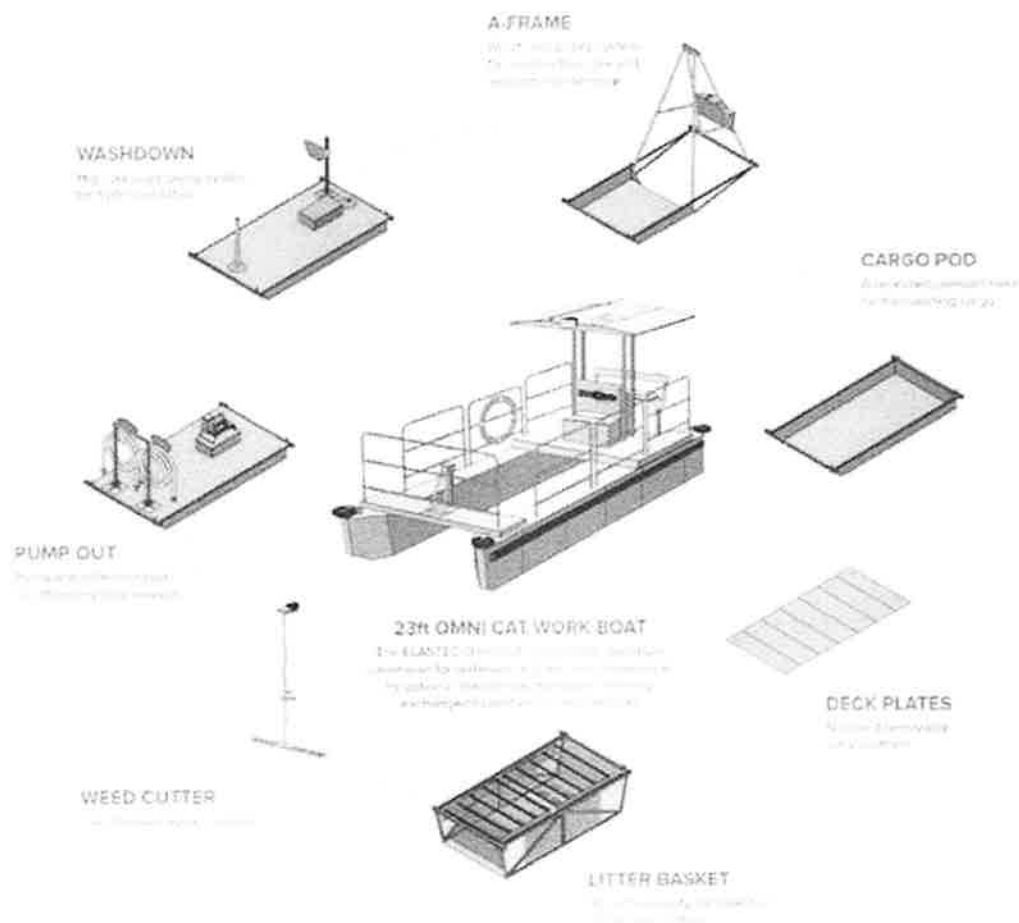
- * **Successful Presentation to Washington County/Johnson City**
 - * **\$125,000 package split evenly by each municipal entity**
 - * **Skimmer Boat**
 - * **Telehandler**
 - * **Support Equipment**
- * **Johnson City to provide Dumpsters/Trash Removal**
- * **Funds earmarked from TVA Economic Impact Payments**
- * **No Public Tax Dollars**



Catamaran Skimmer

- * Rugged
- * Simple to Operate
- * Simple to Maintain
- * Lower Initial Cost
- * 50HP Yamaha

\$85,000





Support Equipment

- * **Telehandler (Used): \$30K**
 - * Boom Equipped
 - * Transport Basket
 - * Pull Logs
- * **Dumpster: \$0K**
 - * Provided by Municipalities
- * **Miscellaneous: \$10K**
 - * Cable/Chains/Strapping
 - * Secure Fencing
 - * Other





Proposed Project Cost

- * Skimmer + Equipment \$125k
- * Sullivan County, Kingsport, Bristol Share
- * Possible Sources:
 - * TVA Economic Annual Impact Payment \$1.7M
 - * TVA Annual Payments In Lieu of Taxes \$4M
 - * 10% Reserve from Economic Impact Payment





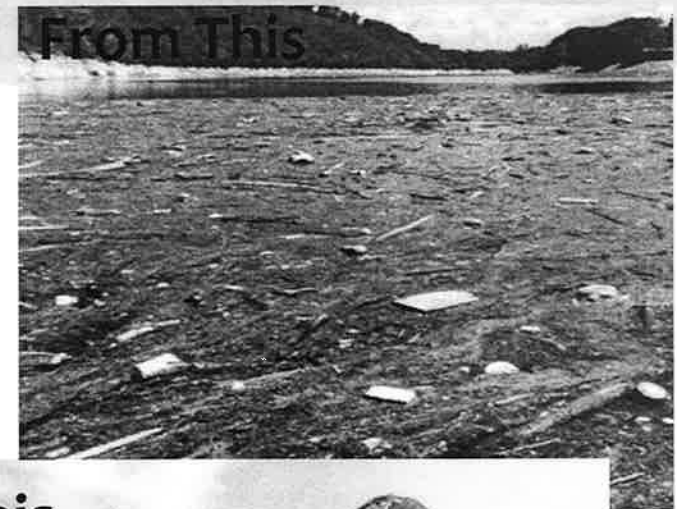
Economic Impact Payments

- * TVA has provided Economic Impact Payments while the Dam is under repair.
- * These Payments will continue on a sliding scale beyond the completion of the Dam Project

<u>Fiscal Year (TVA)</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/2020</u>	<u>2021 & FWD</u>
Bristol	\$98,438	\$98,519	\$103,867	\$107,054	\$107,054
Kingsport	\$263,392	\$178,650	\$188,346	\$194,127	\$194,127

Wrap Up

- * Problem When Raising Lake
 - * Vegetation
 - * Debris
- * TVA/BLA/Tri-Cities Regional Partnership
 - * Takes Lead, Gets Visibility
 - * Promotes Large Recreational Resource
 - * Bring Back Lake Safer Quicker
- * Need to Act Now
 - * Lead Time
 - * Training & Experience





AGENDA ACTION FORM

Transfer Property Located at 1324 Midland Drive to the Industrial Development Board of Kingsport

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

Action Form No.: AF-64-2021
 Work Session: June 1, 2021
 First Reading: NA

Final Adoption: June 1, 2021
 Staff Work By: Ryan McReynolds
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport owns the property located at 1324 Midland Drive (Tax Map 061C-C-009.00). This property, acquired in 2004, was the former Sullivan County Health Department and has since been used by the Kingsport City School System, and also city offices. The property is approximately 2.404 acres, and the existing building is 7,000 square feet.

Inquiries have been received concerning the potential sale, and future development of this property. It is recommended to transfer the property located at 1324 Midland Drive to the Industrial Development Board of Kingsport to further facilitate the sale of this property.

Attachments:

1. Resolution
2. Map

Funding source appropriate and funds are available: *mm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *200*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DONATION OF REAL PROPERTY COMMONLY KNOWN AS FORMER SULLIVAN COUNTY HEALTH DEPARTMENT PROPERTY LOCATED AT 1324 MIDLAND DRIVE TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE MAYOR TO EXECUTE AN APPROPRIATE DEED AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO CONVEY THE PROPERTY TO THE KINGSPORT ECONOMIC DEVELOPMENT BOARD

WHEREAS, pursuant to T.C.A. section 7-53-310 the city is authorized to make donations of real property by resolution to the Kingsport Economic Development Board; and

WHEREAS, in 2007, the city acquired the property located at 1324 Midland Drive (Tax Map 061C-C-009.00), from Sullivan County, which had been used former Sullivan County Health Department, and upon conveyance to the city was used by the Kingsport City School System, and then by the city for city offices; and

WHEREAS, the lot property is approximately 2.404 acres, and the existing building is 7,000 square feet; and

WHEREAS, the board finds that the donation, subject to easements for sewer lines, water lines, stormwater, and parking, is for a public purpose and will promote the health, comfort, and prosperity of the inhabitants of the city.

Now therefore,

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

SECTION I. That the board of mayor and aldermen, pursuant to the findings set forth above, hereby donates to the Kingsport Economic Development Board, officially called the Industrial Development Board of the City of Kingsport, Tennessee, 1324 Midland Drive (Tax Map 061C-C-009.00), located within the City of Kingsport, Sullivan County, Tennessee, subject to easements for sewer lines, water lines, stormwater, and parking.

SECTION II. That the real property described above may be conveyed to the Kingsport Economic Development Board only upon the approval by the board of mayor and aldermen of an agreement with the Kingsport Economic Development Board pertaining to the use of the property and execution of the same.

SECTION III. 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, an appropriate deed and all other documents necessary and proper to convey the real property described in Section I hereinabove to the Kingsport Economic Development Board, subject to the conditions and terms herein set out.

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

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

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

ADOPTED this the 1st day June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY; CITY ATTORNEY





AGENDA ACTION FORM

Amendment to the Contract Between the City of Kingsport and Advanced Disposal Services

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

Action Form No.: AF-163-2021
 Work Session: June 1, 2021
 First Reading: NA

Final Adoption: June 1, 2021
 Staff Work By: Staff
 Presentation By: Ryan McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

On August 29, 2012 the City entered into an agreement with Advanced Disposal for the disposal of solid waste. The initial agreement was for a five year term, allowing for five consecutive one year renewals. Currently we are disposing our solid waste at the base rate of \$16.86 per ton with an additional \$.50 fee to the County and \$1.25 to the State. This amendment would allow the City to dispose of solid waste at a new base rate of \$21.54 per ton with an additional \$.50 to the County and \$1.25 to the State. This is the fifth one year renewal which starts August 30, 2021 and expires on August 29, 2022. Staff plans on issuing an RFP in the Fall of 2021 to begin the process of evaluating our future solid waste disposal options.

Attachments:

- Resolution

Funding source appropriate and funds are available: _____

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: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE AGREEMENT WITH ADVANCED DISPOSAL SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in August, 2012, the board approved a resolution authorizing the mayor to sign an agreement with Advanced Disposal Services for the disposal of solid waste; and

WHEREAS, the initial agreement was for a five year term, allowing for five consecutive one year renewals; and

WHEREAS, the city would like to amend the original agreement for a fourth time and renew the agreement for one year from August 30, 2021, to August 29, 2022, at a cost of \$21.54 per ton.

Now therefore,

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

SECTION I. That a Fourth Amendment to the agreement with Advanced Disposal Services for the disposal of solid waste 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, a Fourth Amendment to the agreement with Advanced Disposal Services for the disposal of solid waste and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

FIFTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES
BETWEEN THE CITY OF KINGSFORT TENNESSEE AND ADVANCED DISPOSAL SERVICES
TENNESSEE, LLC

This Fifth Amendment ("Amendment") to the Agreement for Solid Waste Disposal Services dated August 29, 2012 is made and entered into this _____ day of June 2021 (the "Effective Date") by and between the City of Kingsport, a political subdivision of the State of Tennessee ("City"), and Advanced Disposal Services Tennessee, LLC, a Delaware limited liability company ("Contractor"). Capitalized terms not defined herein shall have the meanings set forth in the Original Agreement.

WHEREAS, the City and Contractor entered into the Agreement which commenced on August 29, 2012 for landfill disposal capacity and the subsequent rates for the disposed material; as amended by prior amendment, including the Fourth Amendment to Solid Waste Disposal Agreement that took effect on September 1, 2020 (collectively, the "Agreement");

WHEREAS, the City and Contractor desire to extend the term of the Agreement on the terms and conditions set forth in this Fifth Amendment; so

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The Agreement term shall be extended for a period of one (1) year commencing August 30, 2021 and expiring August 29, 2022 as provided in section 5.1 of the Agreement. There are zero (0) remaining one year renewals pending, subject to the conditions stated in the original Agreement.

2. Compensation. The language in section 4.1 of the Agreement is hereby modified as follows: Effective August 30, 2021, OWNER agrees to compensate the CONTRACTOR for Services performed pursuant to Article I in the amount of \$21.54 per ton as the tipping fee for Solid Waste

disposal. The per ton tipping fee for disposal of Special Waste will be determined based on the type of Special Waste identified in the Profile that the waste generator completes, which must be approved in writing by CONTRACTOR prior to disposal. The Solid Waste tipping fee is inclusive of all labor, expenses, and subcontracts to complete all elements of the Services for the Scope of Work, except as may be identified in OWNER's Responsibilities section of Appendix A, if such is included.

3. Modification of Agreement. Except as expressly set forth herein or as necessary to carry out the terms of this Fifth Amendment, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force. In the event of conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

4. Cooperation among the Parties. Whenever consent, action or inaction is required, such Consent, action or inaction will not be unreasonably withheld by either party.

5. Severability. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

6. Entirety. This Fifth Amendment together with the Agreement including any Exhibits attached thereto contains the entire agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning the Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed on this ____ day of June 2021.

[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 1st day of June, 2021

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Lynn View Pee Wee Football & Lynn Garden Optimist Club Agreements

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

Action Form No.: AF- 155-2021
 Work Session: June 1, 2021
 First Reading: NA

Final Adoption: June 1, 2021
 Staff Work By: Lawson
 Presentation By: Borders

Recommendation:

Approve the resolution for Lynn View Pee Wee Football
 Approve the resolution for Lynn Garden Optimist Club

Executive Summary:

The Board of Mayor and Alderman have passed an agreement the last 9 years with the Lynn Garden Optimist Club and the Lynn View Pee Wee Football League outlining the use of the Athletic Fields and Concessions at Lynn View for youth football and baseball. City Parks & Recreation Staff worked with both groups to come to understanding pertaining to facility use and cooperation. The Optimist Club will continue to conduct the baseball and softball programs, while Pee Wee Football group will conduct the youth football and cheerleading programs. The Agreements allow the groups to utilize the Lynn View athletic fields during the seasons and continue to provide quality services to the citizens of Kingsport.

Attachments:

1. Resolution for the Lynn View Pee Wee Football League
2. Resolution for the Lynn Garden Optimist Club

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR EXECUTE AGREEMENTS WITH LYNN VIEW PEE WEE FOOTBALL RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Optimist Club for the use of the Club by the youth football program to allow the Lynn View Pee Wee Football to conduct football programs and a concession lease agreement for the youth of the community;

WHEREAS, the agreement with the Lynn Garden Optimist Club previously included the Lynn View Pee Wee Football; and

WHEREAS, by agreement of both the Lynn Garden Optimist Club and Lynn View Pee Wee Football, Lynn View Pee Wee Football has a separate lease agreement and concession agreement with the city for the use of the Lynn view Athletic fields.

Now therefore,

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

SECTION I. That the agreement with the Lynn View Pee Wee Football League for a football youth sports program 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, an agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, for the use of the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn View Pee Wee Football for the purpose of youth football programs. The proposed agreement is as follows:

AGREEMENT
BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
LYNN VIEW PEE WEE FOOTBALL LEAGUE

THIS AGREEMENT made by and entered into as of this _____ day of _____, 2021 by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN VIEW PEE WEE FOOTBALL LEAGUE, (LVPWFL), hereinafter called "LVPWFL".

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

WHEREAS, LVPWFL is a non-profit organization organized to promote youth sports activities through the operation in the Lynn Garden community; and

WHEREAS, LVPWFL has provided for several years a youth sports program including baseball and softball; and

WHEREAS, CITY and LVPWFL wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, and hereafter referred to as the "Facilities"; and

WHEREAS, LVPWFL and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LVPWFL and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

II. Term

This Agreement shall be for a term of twelve (12) months beginning on the date of the execution hereof. Note that there are multiple users of the facilities, and refer to Section III on Use of Facilities for priorities set during term. This agreement may be terminated with or without cause by either party by giving sixty (60) days written notice to the other party.

II. Option to Renew

This Agreement may be renewed at the option but not the obligation of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, LVPWFL shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If LVPWFL should desire to renew this agreement, it shall do so by giving written notice to City prior to December 1 for the following year.

2. LVPWFL shall provide the following information at least 30 days prior to the start of the Spring season:

- Current by-laws for organization
- Proposed budget for upcoming year
- List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment
- List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members
- List of designated personnel who have facility keys & access.
- Annual calendar including all events

3. LVPWFL shall provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

4. LVPWFL must comply with the TCA §68-55-501 *et seq.* regarding concussions. The law has three key components:

1. To inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
2. To require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
3. To require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.
4. LVPWFL must comply with new state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school administrators, young athletes, and their parents or guardians of the active, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501 *et seq.* has 6 symptoms to watch for:

- (i) Fainting or Seizures
- (ii) Unexplained shortness of breath
- (iii) Chest Pains
- (iv) Dizziness
- (v) Racing Heart
- (vi) Extreme Fatigue

CITY of Kingsport has developed policies and procedures to insure compliance.

In the event the above information is not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

III. Use of Facilities

1. LVPWFL will be the primary youth football provider in the Lynn Garden community for CITY during the period of June 3, 2021 to Dec.1, 2021. LVPWFL shall have the primary right to use CITY's Sports Facilities in the Lynn Garden community, as assigned by CITY, during LVPWFL regular Spring recreational seasons, league playoffs and make-up games, and one tournament, without assignment

of any associated facility rental fees. At any time the facilities are not being used by LVPWFL, CITY may use the facilities for its Parks and Recreation program.

Special Note: There is a 2 week overlap between the end of the baseball/softball season and the beginning of the Pee Wee Football season. Both groups are to work cooperatively to make the transition as smooth as possible. The football cheerleaders are to practice at the Community center during this 2 week overlap or at the upper baseball field.

In addition, the LVPWFL agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LVPWFL may use a meeting room located at CITY's Lynn View Community Center for official LVPWFL monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY's Parks and Recreation Program Coordinator. CITY will provide space at Lynn View Community Center for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LVPWFL may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from CITY of Kingsport.

4. LVPWFL understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LVPWFL shall use appropriate judgment in insuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by LVPWFL and all LVPWFL sponsored activities related to the use of such facilities.

6. If LVPWFL should desire to use CITY facilities for additional tournaments or special events or programs, LVPWFL shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at CITY sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.

IV. Obligation of CITY

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.

- Perform general maintenance and repairs to the facilities.
- Work with LVPWFL on maintenance items that could improve operations. At the end of every year the Parks and Recreation Program Coordinator will sit down with each group to discuss future possibilities and maintenance issues for the next year.
- Provide LVPWFL with contact information for after-hour and everyday needs.
- Determine all rental fees and rules for usage of facility.
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- Provide 1 username/password for the Musco lights at the football stadium for use during extended hours of need.
- Establish policy for field lighting usage.
- Provide a plan for and approve all capital improvements with input from LVPWFL.
- Provide for insurance on buildings.
- Line fields as needed for events and activities assigned to user groups other than LVPWFL.
- Provide maintenance building for general items during the season. Building will be checked periodically for cleanliness. This building will be shared with City of Kingsport Parks & Recreation department.
- Continue to pay the utilities for the 2021 season. This will be reviewed again at the end of the year and a determination from year to year will be made on what best suits CITY and LVPWFL.

2. Reserve the right to utilize the Facilities when LVPWFL league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist LVPWFL with distribution of information and refer interested parties to LVPWFL when necessary.

It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LVPWFL for any monetary damages.

CITY and LVPWFL agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.

V. Obligations of LVPWFL

Through their oversight of the Lynn View Pee Wee Football Board, LVPWFL agrees to:

1. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.
2. Background checks must be done on all coaches who are in a leadership role and are left alone with children. CITY will provide LVPWFL with the background service that it uses for Athletic programs, however the funds to pay for this service must be provided by the LVPWFL.
3. At no expense to CITY, provide the following maintenance and repair:
 - Maintain all Football equipment.
 - LVPWFL shall be responsible for daily game day policing of all litter on their field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.
 - Line all fields for LVPWFL league and tournament play. LVPWFL is also responsible for the provision of the necessary materials to maintain the field and the field markings on a daily basis.
 - Mow and trim field space within the perimeter fence of the football field and baseball lower field between June 15 and Dec.1 of current contract year. Monitor and clean restroom facility; stock supplies.
 - Adhere to City rules that pertain to field usage and provide input on overuse.
4. Furnish to the Kingsport Parks and Recreation Department calendar of events annually by May 1 for baseball/softball. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the Kingsport Parks and Recreation Department.
5. Schedule and meet with the Kingsport Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
6. Provide CITY with specified accident and Incident reports. CITY will provide the appropriate forms to use.
7. Sign a usage agreement annually with CITY.
8. Report any facility maintenance problems to CITY designated personnel. This must be done in writing by the baseball group and the LVPWFL. In order to correct those issues it must be made before November for the following year in order to make arrangements with the upcoming budget.
9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
10. Signage or promotional items are to be done in conjunction with the Kingsport Parks and Recreation Manager. Any funds derived therefrom will go towards maintenance of the park area as determined by the Parks and Recreation Manager.
11. Provide CITY an agreed upon in-kind match per season for each registered player in the leagues that is a Non-Resident of CITY. The in-kind match will be a value mutually agreed upon by CITY and LVPWFL. The mowing of the facility has been used for the in kind match.
12. Maintain at least a 50% or greater number of CITY residents as registered participants. Verification of residency percentages shall be made annually to CITY. CITY and LVPWFL will utilize annual data to determine future percentage goals.
13. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the Kingsport Parks and Recreation Department.
15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
16. Follow all Park rules that have been established by CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
17. Assist CITY in moving and relocating equipment within the park as necessary.
18. Allow Ex-Officio representation by Kingsport Parks and Recreation on LVPWFL Board of Directors.
19. Conduct only LVPWFL sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LVPWFL members is outside the scope of this Agreement.
20. Not hold CITY responsible for damage or loss to LVPWFL equipment located at the facility unless specifically caused by negligence on the part of CITY.
21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of LVPWFL only and may not be assigned in whole or part by LVPWFL to any other person or entity. Both parties understand that LVPWFL use of the facility is nonexclusive.

VII. Insurance and Indemnification

LVPWFL shall at all times during the term of this Agreement maintain in effect general public liability insurance covering LVPWFL program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LVPWFL to CITY.

LVPWFL shall indemnify, defend and hold harmless CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LVPWFL or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LVPWFL as set forth in this Agreement.

VIII. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LVPWFL and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the agreement with the Lynn View Pee Wee Football League for operation of concessions at the football youth sports program is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a concession lease agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, to provide concessions at the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn View Pee Wee Football. The proposed agreement is as follows:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this _____ day _____, 2021 by and between the City of Kingsport, a municipal corporation of the State of Tennessee, hereinafter called the LESSOR, AND Lynn View Pee Wee Football League, hereinafter called the CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of its maintenance assistance and league operations, the LESSOR does hereby lease unto the CONCESSIONAIRE for the period of June 3, 2021, through December 1, 2021 the concession rights for the sale of food, refreshments, confectionery and beverages at the fields at 257 Walker Street.

The CONCESSIONAIRE agrees to and shall abide by the following conditions:

The CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. He shall be responsible for the maintenance of his equipment to insure that it is in a safe and usable condition at all times. It shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. The CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights as approved by the City. The LVPWFL has the rights to football concessions.

The Parks and Recreation Manager shall approve all items offered under this concession and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.

The CONCESSIONAIRE shall pay 0% of sales to the LESSOR.

The CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

The CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area. In addition, at the end of each day, the CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of the CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by the CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by the CONCESSIONAIRE.

It shall be the obligation of the CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. The CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and the City may take possession on a twenty-four (24) hour notice. The CONCESSIONAIRE may voluntarily terminate the contract upon five (5) days written notice to LESSOR.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming LESSOR as co-insured, to defend, indemnify and save harmless the LESSOR from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of the CONCESSIONAIRE or the CONCESSIONAIRE'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE LYNN GARDEN OPTIMIST CLUB RELATED TO THE USE OF THE ATHLETIC FIELDS AND CONCESSION STAND OPERATIONS AT THE LYNN VIEW COMMUNITY CENTER

WHEREAS, the City of Kingsport purchased the Lynn View Community Center and athletic fields from Sullivan County in 2009; and

WHEREAS, since July 2010, the board has approved an agreement with the Optimist Club for the use of the athletic fields by the Club for its youth football and softball programs and a concession lease agreement for the youth of the community; and

WHEREAS, the Optimist Club will provide baseball and softball programs for the youth of the community; and

WHEREAS, the football program and concessions for that program will be operated by Lynn View Pee Wee Football by a separate agreement with the city.

Now therefore,

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

SECTION I. That the agreement with the Optimist Club for youth football and softball programs 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, an agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, for the use of the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn Garden Optimist Club for the purpose of youth baseball programs, the agreement being as follows:

AGREEMENT
BETWEEN
CITY OF KINGSPORT, TENNESSEE
AND
LYNN GARDEN OPTIMIST CLUB

THIS AGREEMENT made by and entered into as of this _____ day of _____, 2021 by and between the CITY OF KINGSPORT, hereinafter called "CITY", and the LYNN GARDEN OPTIMIST CLUB, (LGOC), hereinafter called "LGOC".

WITNESSETH

WHEREAS, CITY does not provide a recreational youth SPORTS program at the Lynn View Athletic Fields for the citizens of KINGSPORT; and

WHEREAS, LGOC is a non-profit organization organized to promote youth sports activities through the operation in the Lynn Garden community; and

WHEREAS, LGOC has provided for several years a youth sports program including baseball and softball; and

WHEREAS, CITY and LGOC wish to formalize an agreement for the utilization of CITY facilities for the purpose of providing a recreational youth sports program; and

WHEREAS, CITY is the owner of the public park amenities located at 257 Walker Street, and hereafter referred to as the "Facilities"; and
WHEREAS, LGOC and CITY desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to the use of the Facilities by LGOC and respective obligations contained herein;

NOW, THEREFORE, the premises considered, the parties agree as follows:

I. Term

This Agreement shall be for a term of four (4) months beginning on the date of the execution hereof. Note that there are multiple users of the facilities, and refer to Section III on Use of Facilities for priorities set during term. This agreement may be terminated with or without cause by either party by giving sixty (60) days written notice to the other party.

II. Option to Renew

This Agreement may be renewed at the option but not the obligation of the parties for an additional term, conditioned upon the following:

1. If not in violation of any obligation hereunder, LGOC shall be given the option to renew the Agreement for a like term upon conditions set forth by CITY. If LGOC should desire to renew this agreement, it shall do so by giving written notice to City prior to December 1 for the following year.

2. That LGOC shall provide the following information at least 30 days prior to the start of the Spring season:

- Current by-laws for organization
- Proposed budget for upcoming year
- List of current officers and board members with addresses, phone numbers and e-mail (if applicable). CITY is to be notified of changes within two weeks of appointment
- List of officers, recreation program personnel, field coordinators, competitive coaches and Board of Directors members
- List of designated personnel who have facility keys & access.
- Annual calendar including all events

3. LGOC shall provide financial reports of all expenditures and revenues within 90 days after the completion of each playing season.

4. LGOC must comply with TCA §68-55-501, *et seq.* regarding concussions. The law has three key components:

- To inform and educate coaches, youth athletes and their parents and require them to sign a concussion information form before competing.
- To require removal of a youth athlete who appears to have suffered a concussion from play or practice at the time of the suspected concussion.
- To require a youth athlete to be cleared by a licensed health care professional before returning to play or practice.

5. LGOC must comply with new state law on Cardiac arrest training. Adopt guidelines and other pertinent information and forms as approved by the department of health to inform and educate coaches, school Administrators, young athletes, and their parents or guardians of the active, risk, and symptoms of sudden cardiac arrest including the risks associated with continuing to play or practice when experiencing any of the following symptoms. TCA §68-55-501, *et seq* has 6 symptoms to watch for:

- (i) Fainting or Seizures
- (ii) Unexplained shortness of breath
- (iii) Chest Pains
- (iv) Dizziness
- (v) Racing Heart
- (vi) Extreme Fatigue

The City of Kingsport has developed policies and procedures to insure compliance.

In the event the above information is not timely furnished, this Agreement and/or any extension thereof shall be automatically cancelled without further notice.

III. Use of Facilities

1. LGOC will be the primary youth baseball and softball provider in the Lynn Garden community for the City of Kingsport during the period of March 1, 2021 to June 30, 2021. LGOC shall have the primary right to use CITY'S Sports Facilities in the Lynn Garden community, as assigned by CITY, during LGOC'S regular Spring recreational seasons, league playoffs and make-up games, and one tournament, without assignment of any associated facility rental fees. At any time the facilities are not being used by LGOC, CITY may use the facilities for its Parks and Recreation program.

Special Note: There is a 2 week overlap between the end of the baseball/softball season and the beginning of the Pee Wee Football season. Both groups are to work cooperatively to make the

transition as smooth as possible. The football cheerleaders are to practice at the Community center during this 2 week overlap or at the upper baseball field.

In addition, the LGOC agrees to work cooperatively with CITY on scheduling Special Events such as the Funfest Block Party, Alumni Reunions, and others deemed appropriate for the benefit of the community.

2. LGOC may use a meeting room located at CITY's Lynn View Community Center for official LGOC monthly board meetings during the term of this Agreement. Scheduling these meetings are to be done through CITY'S Parks and Recreation Program Coordinator. CITY will provide space at Lynn View for one end of the year banquet. The reservation of these dates must be made two months in advance and are subject to availability.

3. LGOC may not make any additions and/or alterations to the facility buildings, equipment, grounds, and/or furnishing without written consent from the city of Kingsport.

4. LGOC understands and agrees that at times weather, electrical storms, scheduled maintenance and/or field conditions may result in City denying the use of certain fields on dates for which approval has been granted. LGOC shall use appropriate judgment in insuring the safety of the participants.

5. CITY shall at all times have the right to inspect its Facilities being used by LGOC and all LGOC sponsored activities related to the use of such facilities.

6. If LGOC should desire to use CITY facilities for additional tournaments or special events or programs, LGOC shall make a request to CITY in accordance with the guidelines established for assigning and scheduling of activities at City sports facilities. Any and all additions, tournaments or special programs shall not be included in this Agreement, but shall require a separate written agreement between the parties.

IV. Obligation of the CITY

CITY agrees to:

1. Provide the following maintenance and oversight for the Sports Fields at Lynn View.

- Perform general maintenance and repairs to the facilities.
- Work with LGOC on maintenance items that could improve operations. At the end of every year the Parks and Recreation Program Coordinator will sit down with each group to discuss future possibilities and maintenance issues for the next year.
- Provide LGOC with contact information for after-hour and everyday needs.
- Determine all rental fees and rules for usage of facility.
- Establish all rules to include facility safety, signage as appropriate, emergency notification process, traffic control, and environmental regulations.
- Establish policy for field lighting usage.
- Provide a plan for and approve all capital improvements with input from LGOC.
- Provide for insurance on buildings..
- Mow and trim the lower and upper baseball fields during the lease agreement.
- Line fields as needed for events and activities assigned to user groups other than LGOC..
- Continue to pay the utilities for the 2021 season. This will be reviewed again after the year and a determination from year to year will be made on what best suits CITY and the LGOC.

2. Reserve the right to utilize the Facilities when LGOC league activities are not scheduled. If Facilities are abandoned, the Agreement is terminated. "Abandonment" shall be defined as no competitive play taking place on allocated field(s) during the entire term of the Agreement.

3. Assist LGOC with distribution of information and refer interested parties to LGOC when necessary.

It is understood and agreed CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If CITY is unable to fulfill its obligations due to budget restraints, it will not be obligated to LGOC for any monetary damages.

CITY and LGOC agree to work together to identify possible revenue sources that will help pay for utilities and maintenance costs.

V. Obligations of LGOC

Through their oversight of the Lynn Garden Baseball and Softball Boards, LGOC agrees to:

1. Provide to the citizens of Greater Kingsport a quality recreational youth sports program that operates with reasonable participant fees and associated services.

2. Background checks must be done on all coaches who are in a leadership role and are left alone with children. CITY will provide the Background service that it uses for Athletic programs, however the funds to pay for this service must be provided by LGOC.

3. At no expense to CITY, provide the following maintenance and repair:

- Maintain all baseball and softball equipment.
- LGOC shall be responsible for daily game day policing of all litter on their field(s) to include playing areas, bleachers, concession stands, offices, maintenance buildings, and adjacent grounds.

- Line all fields for LGOC league and tournament play. LGOC is also responsible for the provision of the necessary materials to maintain the field and the field markings on a daily basis.
 - Monitor and clean restroom facility; stock supplies.
 - Adhere to CITY rules that pertain to field usage and provide input on overuse.
4. Furnish to the Kingsport Parks and Recreation Department calendar of events annually by April 1 for baseball/softball. The schedule may be updated and adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Any adjustments must be relayed to the Kingsport Parks and Recreation Department.
 5. Schedule and meet with the Kingsport Parks and Recreation Department prior to the season to discuss schedules, field playability and department guidelines and maintain regular communication with CITY staff.
 6. Provide CITY with specified accident and Incident reports. CITY will provide the appropriate forms to use.
 7. Sign a usage agreement annually with CITY.
 8. Report any facility maintenance problems to CITY designated personnel. This must be done in writing by the baseball group and LGOC. In order to correct those issues it must be made before November for the following year in order to make arrangements with the upcoming budget.
 9. Sign a lease agreement for concession rights and request approval by CITY for any and all additional concession trailers and follow City, County, and State Health Codes.
 10. Signage or promotional items are to be done in conjunction with the Kingsport Parks and Recreation Manager. Any funds derived therefrom would go towards maintenance of the park area as determined by the Parks and Recreation Manager.
 11. Provide CITY an agreed upon in-kind match per season for each registered player in the leagues that is a Non-Resident of the City of Kingsport. The in-kind match will be a value mutually agreed upon by CITY and LGOC. CITY and LGOC will agree on facility upgrade and/or facility improvements for the in-kind match.
 12. Maintain at least a 50% or greater number of CITY residents as registered participants. Verification of residency percentages shall be made annually to CITY of Kingsport. CITY and LGOC will utilize annual data to determine future percentage goals.
 13. Provide a responsible adult to be on-site at each and every activity scheduled on City facilities.
 14. Agree not to make any permanent changes to facilities or fields without the expressed prior written permission of the Kingsport Parks and Recreation Department.
 15. Adhere to facility rules and regulations which includes proper use and care of lights, grounds, keys, facilities, and amenities.
 16. Follow all Park rules that have been established in CITY per code and ordinance as related to the facilities, general operating guidelines, etc.
 17. Assist CITY in moving and relocating equipment within the park as necessary.
 18. Allow Ex-Officio representation by Kingsport Parks and Recreation on LGOC Board of Directors.
 19. Conduct only LGOC sanctioned and organized events and activities under the terms of this usage agreement. Personal use of the facility by LGOC members is outside the scope of this agreement.
 20. Not hold CITY responsible for damage or loss to LGOC equipment located at the facility unless specifically caused by negligence on the part of CITY.
 21. Provide Kingsport Parks and Recreation statistical data pertaining to participation and attendance at CITY facility on a monthly basis.

VI. Assignment and Exclusivity

This Agreement is a privilege for the benefit of LGOC only and may not be assigned in whole or part by LGOC to any other person or entity. Both parties understand that LGOC'S use of the facility is nonexclusive.

VII. Insurance and Indemnification

LGOC shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the LGOC program at the Facilities against claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00). CITY shall be named as an additional insured on such policy and shall be entitled to thirty (30) days notice of cancellation or changes of any kind regarding such insurance, and certificates of insurance shall be provided by LGOC to CITY.

LGOC shall indemnify, defend and hold harmless the CITY, its officers, employees and agents from any and against any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of, or is any way related to the acts or the failure to act of LGOC or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of LGOC as set forth in this Agreement.

VIII. Miscellaneous Provisions:

1. No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.
2. This Agreement shall be construed under and in accordance with the laws of the State of Tennessee, and all obligations of LGOC and CITY created hereunder are performable in Sullivan County, Tennessee.
3. Nothing in this Agreement shall be construed to make CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
4. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION IV. That the agreement with the Optimist Club for operation of concessions at the football and softball youth sports program is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a concession lease agreement, substantially in the form as hereinafter set out, with such changes therein as shall be approved by the mayor in consultation with the city attorney along with all other documents necessary and proper to effectuate the purpose of the agreement, to provide concessions at the Lynn Garden Community Center and athletic fields located at 257 Walker Street by the Lynn Garden Optimist Club. The proposed agreement is as follows:

CONCESSION LEASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 2021 by and between the City of Kingsport, a municipal corporation of the State of Tennessee, party of the first part, hereinafter called the LESSOR, AND Lynn Garden Optimist Club, hereinafter called the CONCESSIONAIRE.

W-I-T-N-E-S-S-E-T-H

That for and in consideration of its maintenance assistance and league operations, the LESSOR does hereby lease unto the CONCESSIONAIRE for the period of March 1, 2021, through June 30, 2021 the concession rights for the sale of food, refreshments, confectionery and beverages at the fields at 257 Walker Street.

The CONCESSIONAIRE agrees to and shall abide by the following conditions:

The CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies or other items offered for sale, and any other incidentals necessary for the operation of the concession. He shall be responsible for the maintenance of his equipment to insure that it is in a safe and usable condition at all times. It shall provide at its own cost a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager. The CONCESSIONAIRE agrees not to sublet or sublease in any form the concession rights as approved by the LESSOR. LGOC has the rights to baseball concessions.

The Parks and Recreation Manager shall approve all items offered under this concession and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.

The CONCESSIONAIRE shall pay 0% of sales to the LESSOR.

The CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.

The CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly and inviting condition that shall be satisfactory to the Parks and Recreation Manager; and this shall include the area immediately surrounding the concession area.

In addition, at the end of each day, the CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.

LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of the CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

Any alterations, repairs, or additions to the building area occupied by the CONCESSIONAIRE must be approved in advance by the Parks and Recreation Manager. The City shall make all ordinary and reasonable repairs to preserve the building occupied by the CONCESSIONAIRE.

It shall be the obligation of the CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise. The CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age or sex.

LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this contract, and the City may take possession on a twenty-four (24) hour notice. The CONCESSIONAIRE may voluntarily terminate the contract upon five (5) days written notice LESSOR.

The CONCESSIONAIRE shall furnish all owners liability insurance, specifically naming LESSOR as co-insured, to defend, indemnify and save harmless the LESSOR from any and all claims and suits for injury to persons or property arising out of the performance of this contract caused in any way by the acts or omissions of the CONCESSIONAIRE or the CONCESSIONAIRE'S agents, employees, or representatives during or in connection with this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport with the requisite certificate(s) of insurance in compliance herewith.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Ratify the Mayor's Signature on the Consistency with the Consolidated Plan to apply for and receive for the 2021 Emergency Solutions Grant

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

Action Form No.: AF-162-2021
 Work Session: June 1, 2021
 First Reading: N/A

Final Adoption: June 1, 2021
 Staff Work By: Jessica McMurray
 Presentation By: Jessica McMurray

Recommendation:

Approve the Resolution

Executive Summary:

The mayor's signature was required on Kingsport Consistency with the Consolidated Plan certification for CDBG. This form was created and required by the US Department of Housing and Urban Development. The Emergency Solutions Grant (ESG) is funded by the Department of Housing and Urban Development (HUD) specifically to address homelessness. Since, the City of Kingsport employees a homeless outreach worker whose role is designed to assist in homeless prevention, diversion, outreach and re-housing; an application for ESG funds has been submitted to support the role of the Homeless Outreach Social Worker.

The grant request is for \$51,600 to purchase a vehicle for transporting and equipment for a mobile office so that the Outreach Worker perform initial intakes on-site in parks, encampments, etc. The goal is to meet the homeless population where they are, develop relationships and provide needed services and/or referrals. Each ESG service element is designed for collective impact with each Continuum of Care (CoC). Each element of the grant request will impact our community and help assist those who are currently experiencing homelessness or at-risk for homelessness.

Based on my review, I have determined activities for the 2021 Emergency Solutions Grant, consistent with the CDBG Consolidated Plan.

Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON THE CONSISTENCY WITH THE CONSOLIDATED PLAN FORM FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, FOR THE CITY OF KINGSPORT TO APPLY FOR AND RECEIVE 2021 EMERGENCY SOLUTIONS GRANT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER

WHEREAS, the city wants to authorize the grant application for the City of Kingsport's 2021 Emergency Solutions Grant; and

WHEREAS, the city wants to certify consistency with the CDBG Consolidated Plan for the City of Kingsport's 2021 Emergency Solutions Grant; and

WHEREAS, certain documents were required to be completed and returned on May 11, 2021 to receive the funds.

Now therefore,

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

SECTION I. That the execution by Mayor Patrick W. Shull of the Consistency with the Consolidated Plan Certification form for the Community Development Block Grant for the City of Kingsport 2021 emergency solutions grant submitted on May 11, 2021, is ratified and approved.

SECTION II. That the mayor is authorized and directed to , or in his absence, incapacity, or failure to act, the vice mayor, is authorized to approve, in a form approved by the city attorney, all other documents necessary and proper to effectuate the purpose of the certifications or this resolution.

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

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Supplemental Information:

CONSISTENCY WITH THE CONSOLIDATED PLAN

I certify that the proposed activities included in the 2021 Emergency Solutions Grant application to the Tennessee Housing Development Agency are consistent with the jurisdiction's current, approved Consolidated Plan. (Type or clearly print the following information.)

Applicant Name: City of Kingsport

Location of Project: 200 Shelby St, Kingsport, TN 37660

Project Name: Homeless Outreach Program

Name of the Federal Program to which the applicant is applying:

2021 Emergency Solutions Grants Program

Name of Certifying Jurisdiction: City of Kingsport, Tennessee

Certifying Official of the Jurisdiction Name: Patrick W. Shull, Mayor

Title: Mayor

Signature: Patrick W. Shull

Date: 11 May 2021



APPROVED AS TO FORM:
J. Monahan
CITY ATTORNEY



AGENDA ACTION FORM

Extension of Lease Agreements with Northeast State Community College for Blazier-Wilson Hall (RCAT), the Regional Center for Health Professions (RCHP), and the Kingsport Center for Higher Education (KCHE)

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

Action Form No.: AF-172-2021
 Work Session: June 1, 2021
 First Reading: N/A

Final Adoption: June 1, 2021
 Staff Work By: Jessica Harmon
 Presentation By: Jessica Harmon

Recommendation:

Approve the Resolution

Executive Summary:

The lease agreements with Northeast State Community College for all three facilities in the Academic Village will expire June 30, 2021. The agreements include the ability to renew the lease for one additional year. These agreements include Blazier-Wilson Hall (RCAT) located at 222 W. Main Street, the Regional Center for Health Professions (RCHP) located at 300 W. Main Street and the Kingsport Center for Higher Education (KCHE) located at 300 W. Market Street. If extended, the lease would expire on June 30, 2022.

During FY 22 the Higher Education Commission will take a closer look at the goals and objectives as they relate to Higher Education in the City of Kingsport and ensure that the needs of the community are being met in the most effective way.

Attachments:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE LEASE AMENDMENTS TO THE LEASES WITH THE TENNESSEE BOARD OF REGENTS ON BEHALF OF NORTHEAST STATE COMMUNITY COLLEGE FOR BLAZIER-WILSON HALL, THE REGIONAL CENTER FOR HEALTH PROFESSIONS, AND THE KINGSPORT CENTER FOR HIGHER EDUCATION, TO RENEW THE AGREEMENTS FOR ONE YEAR AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AMENDMENTS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE AMENDMENTS

WHEREAS, the city would like to amend the leases with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, for space in the Regional Center for Health Professions (RCHP), located at 300 West Main Street and for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street; and

WHEREAS, the city and the Tennessee Board of Regents would like to renew the leases, with a term to expire June 30, 2022, with the option to renew for an additional year.

Now therefore,

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

SECTION I. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in Blazier-Wilson Hall (BWH) located at 222 West Main Street, 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 Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of May _____, 2021 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 222 West Main Street, Kingsport, Tennessee; and Whereas, Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2021 and shall end on June 30, 2022 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual

agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto
[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 lease set out herein that do not substantially alter the material provisions of the lease and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Regional Center for Health Professions (RCHP) located at 300 West Main Street, is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of May __, 2021 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 300 West Main Street, Kingsport, Tennessee and Whereas Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2021 and shall end on June 30, 2022 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto
[Acknowledgements Deleted for Inclusion in this Resolution]

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

SECTION VII. That the Lease Amendment for the renewal of the lease, as set out below, with the Tennessee Board of Regents on behalf of Northeast State Community College for space in the Kingsport Center for Higher Education (KCHE) located at 300 West Market Street, is approved.

SECTION VIII. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Lease Amendment with the Tennessee Board of Regents on behalf of Northeast State Community College and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the lease or this resolution, said lease being as follows:

LEASE AMENDMENT

THIS LEASE AMENDMENT is made and entered into as of May____, 2021 by and between the City of Kingsport, as Lessor, and Tennessee Board of Regents on behalf of Northeast State Community College, as State.

RECITALS:

Whereas Lessor and State are parties to a certain Lease Agreement fully executed as of July 9, 2020 ("Lease"), relating to certain premises located at 300 West Market Street, Kingsport, Tennessee and Whereas Lessor and State desire to extend the term of the Lease for an additional year.

NOW, THEREFORE, the parties hereby agree to amend the terms and conditions of the Lease specifically as set forth herein:

1. Section 3 **TERM** is deleted in its entirety and replaced with the following:

3. **TERM:** The term of this lease shall commence on July 1, 2021 and shall end on June 30, 2022 with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the State in accordance with the conditions of this lease. The parties may extend this Lease by mutual agreement on terms agreeable to both parties for one additional year. This provision shall not relieve the Lessor of the liability to the State for damages in the event that the space is not made available to the State in accordance with the conditions of this lease on the commencement date specified above.

2. Except as hereinafter modified and amended, all other terms and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

3. Lessee fully understands that this Amendment is not binding except and until all appropriate State Officials signatures have been fully obtained, approval of this Amendment has been given by the State Building Commission, if applicable, and the fully executed document returned to the Lessee.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto:

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 1st day of June, 2021.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Approve CDBG-CV Small Business Grants

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

Action Form No.: AF-169-2021
 Work Session: June 1, 2021
 First Reading: N/A

Final Adoption: June 1, 2021
 Staff Work By: Jessica McMurray
 Presentation By: Jessica McMurray

Recommendation:

Approve the Resolution

Executive Summary:

At its March 2, 2021 business meeting, the Board of Mayor and Aldermen approved CDBG CARES funds for Small Business Grants for local small businesses who are owned by or retain LMI (low-moderate income) positions as defined by Department of Housing and Urban Development (HUD). Attached is a resolution authorizing the mayor to execute agreements with CDBG-CV Small Business Grant awardees. Also attached are the agreements providing CDBG funding and supplemental information regarding the program and awardees.

Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AGREEMENTS WITH VARIOUS SMALL BUSINESSES AND FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CARES GRANT
FUNDING IN FISCAL YEAR 2020-2021

WHEREAS, at its March 2, 2021 business meeting, the board of mayor and aldermen approved CDBG CARES funds for Small Business Grants for local small businesses who are owned by or retain LMI (low-moderate income) positions as defined by Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Kingsport desires to enter into agreements for small business grants in fiscal year 2020-2021 benefiting the general welfare of city residents; Gypsy Circus Cider Company, LLC; Kermack, Inc. dba Lynn Garden Restaurant; Christopher V Wagner, sole prop dba Music Masters; Meadowview Gymnastics Academy; King's Sport Axe House; The Bohemian Restaurant; Jones Capital Management LLC; Center Street Grill; Sister's Cravings; and Hibbert-Davis Urban Brews.

Now therefore,

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

SECTION I. That agreements for small business grants in fiscal year 2020-2021 benefiting the general welfare of city residents with Gypsy Circus Cider Company; LLC; Kermack, Inc. dba Lynn Garden Restaurant; Christopher V Wagner, sole prop dba Music Masters; Meadowview Gymnastics Academy; King's Sport Axe House; The Bohemian Restaurant; Jones Capital Management LLC; Center Street Grill; Sister's Cravings; and Hibbert-Davis Urban Brews are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, agreements for small business grants in fiscal year 2020-2021 benefiting the general welfare of city residents with Gypsy Circus Cider Company, LLC; Kermack, Inc. dba Lynn Garden Restaurant; Christopher V Wagner, sole prop dba Music Masters; Meadowview Gymnastics Academy; King's Sport Axe House; The Bohemian Restaurant; Jones Capital Management LLC; Center Street Grill; Sister's Cravings; and Hibbert-Davis Urban Brews, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

AGREEMENT FOR THE CITY OF KINGSPORT'S CDBG-CV COVID-19
SMALL BUSINESS ASSISTANCE GRANT PROGRAM

THIS AGREEMENT, made and entered into this ____ day of June, 2021, by and between the City of Kingsport, Tennessee, with principal offices at 415 Broad Street, Kingsport, Tennessee, hereinafter called the "City", and the _____, hereinafter called the "Awardee", having its principal offices at _____.

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City has established a program to provide business assistance to qualified businesses from its Community Development Block Grant ("Program").

WHEREAS, the Awardee has applied for and, based on the information provided by the Awardee, is qualified to receive Program funding.

WHEREAS, the City has agreed to provide the Awardee with a total grant for business assistance (the "Grant") to assist the Awardee in maintaining business operations subject to and in accordance with the conditions and covenants set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained here it is agreed between the parties hereto as follows:

I. CONDITIONS PRECEDENT

A. The Awardee has applied for assistance from the Program and, relying on the accuracy and truthfulness of Awardee's information provided, the City has determined that the Awardee is a small business impacted by the COVID-19 pandemic. The Awardee is eligible for assistance because the Awardee qualifies as a "small business" and will document as a result of this assistance the retention of at least one (1) job/position for a period of no less than six (6) months for a person earning under 80% of the area median income. Said retained job/position may be held by the owner of the Awardee.

B. In conjunction with the execution of this Agreement, and prior to the release of any Grant funds, the Awardee shall have the originals or copies of the following documents, which shall include any and all exhibits and attachments thereto) delivered to the City:

a. A completed Small Business Incentive Program COVID Relief Grant Application, which shall be attached as Exhibit 1 to this Agreement;

b. Documentation evidencing that the Awardee is eligible to receive the Grant and that the Awardee satisfies the City, Program, and HUD requirements for assistance, including income eligibility and those set forth in HUD Regulations, which shall be retained on file in the City's Community Development Department in the case file for this grant (a brief summary of said items can be found at the end of this agreement);

c. Documentation to complete KOSBE Economic Verification Survey, 6 months after date of this agreement;

d. Completed KOSBE Request for Counsel Form; and

e. Other documents as may be required by the City.

II. AWARDEE REQUIREMENTS

A. The Awardee shall use the Grant funding for the purpose of mitigating the adverse effects to its business of the COVID-19 pandemic, following the Gubernatorial Disaster Proclamation issued March 12, 2020, and as subsequently renewed.

B. The Awardee shall maintain complete records relating to this grant assistance for a minimum of five (5) years, commencing on the date of this signed Agreement and shall promptly provide said records to the City for inspection and copying upon the City's request. Records include documentation of the expenditure of Grant funds, such as but not limited to original receipts for purchases and payments, and invoices associated with professional services.

C. The Awardee shall provide the City with such reports and information as the City may request in order to allow the City to comply with HUD Regulations and any and all applicable requirements of the City and/or Program.

D. The City will provide Awardee with small business job retention forms and Awardee agrees to fully complete the forms as required and appropriate. These forms include the self-certification of income form.

E. The Awardee will document that as a result of this assistance, the Awardee will retain at least one (1) job/position for a period of no less than six (6) months after the date of this Agreement to be held by a person earning under 80% of the area median income. Said retained job/position may be held by the owner of the Awardee.

F. The Awardee shall comply with all relevant statutes, administrative rules, regulations, and executive orders, (hereinafter collectively referred to as "laws") of the City, State of Tennessee and federal government designed to stop or slow the transmission of COVID-19. The conviction of a violation of any laws related to COVID-19 in a court of law or a finding of a violation by any City administrative court, board or commission that occurs on or after March 12, 2020, may be cause for the City to deny current or future grant requests and/or terminate assistance.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City to the Awardee under this Agreement shall not exceed \$5,000.00. This payment shall be made in one lump sum following the execution of this Agreement and the submission of all documents required by this Agreement and the City.

IV. TERM, REPAYMENT AND SECURITY

A. If the Awardee complies with all of the requirements set forth herein, this Agreement shall terminate one (1) year after the date of this Agreement, except those provisions that (1) specifically state they are applicable for a period of years, (2) when either party shall have agreed or promised

to perform certain acts or otherwise where the context of this Agreement would require such performance to occur after the termination or expiration of this Agreement, or (3) that otherwise survive this Agreement, then those agreements and covenants shall survive the termination or expiration of this Agreement and continue to bind the parties. Notwithstanding the foregoing, the City expressly reserves and does not waive its rights to recover any damages arising from or relating to the Awardee's breach of this Agreement and/or any attachment hereto which arose or occurred (in whole or in part) before said termination. If the Awardee fails to comply with all the requirements set forth in this Agreement, said failure to comply shall be deemed an Event of Default, as described below, and the Awardee shall immediately repay the amount of the Grant in full and comply any additional requirements as set forth by the City.

V. NOTICES

A. Notices required by this Agreement shall be in writing and delivered via first-class mail (postage, prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Awardee:

Community Development:
City of Kingsport
415 Broad Street, 2nd Floor
Kingsport, TN 37664
(423)224-2877

With a copy to:

City Attorney
City of Kingsport
Legal Department
415 Broad Street
Kingsport, TN 37664

VI. SPECIAL CONDITIONS

A. Debarment and Suspension Certification

1) The Awardee certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.

VII. GENERAL CONDITIONS

A. General Compliance

1) The Awardee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that

i. the Awardee does not assume the City's environmental responsibilities described in 24 CFR 570.604 and

ii. The Awardee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

2) The Awardee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, as well as all laws, regulations and policies Awardee may be subject to as a business and employer in the State of Tennessee.

3) The Awardee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. No Relationship Created

1) Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

2) The Awardee shall at all times remain independent of the City with respect to this Agreement.

3) The City shall be exempt from payment of all unemployment compensation, worker's compensation benefits, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Awardee is operating independently from the City.

4) The City and Awardee are not partners and this Agreement does not create a partnership.

D. Hold Harmless

1) The Awardee shall hold harmless, defend and indemnify the City, including its employees, directors, officers and agents, from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of this Agreement, including but not limited to Awardee's performance or nonperformance of this Agreement.

E. Amendments

1) The City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Awardee from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

2) The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by the City.

F. Suspension or Termination

1) Default by Awardee. The City may suspend or terminate this Agreement because of a default by the Awardee if the Awardee materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Awardee to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Awardee to the City any information, documents, or reports that are falsified, incorrect or incomplete in any material respect.

The City shall provide the Awardee with written notice of any suspension of this agreement. Said written notice shall describe the basis for the suspension and the actions required to end the suspension. The City shall provide the Awardee with written notice prior to terminating this Agreement based upon the Awardee's default. Said written notice shall describe the basis of the default, provide that the Awardee shall have thirty days from the date of said notice to cure said default, and specify what actions are required for said cure.

VIII. PERSONNEL & PARTICIPANT CONDITION

A. Civil Rights Compliance

1) The Awardee agrees to comply with the State of Tennessee Human Rights Act, T.C.A. section 4-21-10 et seq., and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Nondiscrimination

1) The Awardee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

C. Section 504

1) The Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

2) The City shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

D. Employment Restrictions

1) Prohibited Activity

i. The Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

E. Labor Standards

1) The Awardee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards

Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2) The Awardee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

3) The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

F. Conduct Assignability

1) The Awardee shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Awardee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

G. Hatch Act

1) The Awardee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. 3. Conflict of Interest.

2) The Awardee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

i. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

H. Lobbying

1) The Awardee hereby certifies that:

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

iii. It will require that the inclusion of the language of this section VIII. PERSONNEL & PARTICIPANT CONDITION in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly.

2) Lobbying Certification:

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

I. Copyright

1) If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

J. Religious Activities

1) The Awardee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. SEVERABILITY

A. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

A. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

A. The City's failure to act with respect to a breach by the Awardee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

A. This agreement, in addition to all attached contract documents, constitutes the entire agreement between the City and the Awardee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Awardee with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

ADOPTED this the 1st day of June, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGIE MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Supplemental Information:

This program is administered by the City of Kingsport Community Development department in partnership with the Kingsport Office of Small Business and Enterprise. On April 1, 2021 small businesses who had been effected by COVID-19 pandemic were invited to submit an application for a \$5,000 reimbursement grant for rent and/or utilities. Applications were subject to pre-view by city and KOSBE staff. Applicants who met pre-eligibility guidelines were invited to submit further documentation to determine final eligibility. The final application review concluded on May 14, 2021, where applications were scored by the KOSBE review panel. Small businesses to be awarded upon BMA approval are as follows:

Gypsy Circus Cider Company, LLC
Kermack, Inc. dba Lynn Garden Restaurant
Christopher V Wagner dba Music Masters
Meadowview Gymnastics Academy
King's Sport Axe House
The Bohemian Restaurant
Jones Capital Management LLC
Center Street Grill
Sister's Cravings
Hibbert-Davis Urban Brews