



## **AGENDA**

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

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

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
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, City Recorder/Treasurer  
Dale Phipps, Police Chief  
Ken Weems, Planning Manager  
John Morris, Budget Director

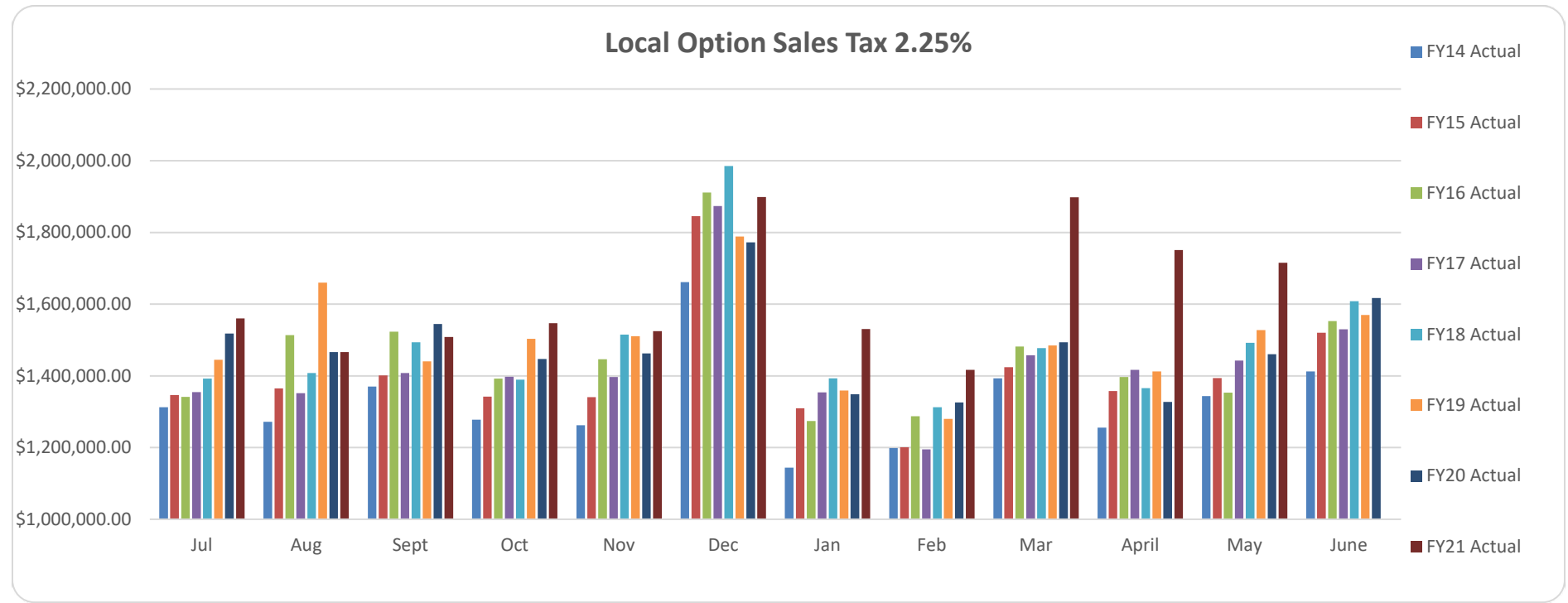
1. Call to Order
2. Roll Call
3. KEDB/NETWORKS Quarterly Update (Craig Denison & Clay Walker)
4. Review of items on July 20, 2021 Business Meeting Agenda
5. Adjourn

**Next Work Session, August 2, 2021**

## Local Option Sales Tax 2.25%

### May 2021

	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY21 Adjusted 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	\$1,898,355.80	\$1,898,300.00	\$55.80	0.00%	\$404,360	27.07%
April	\$1,396,651.00	\$1,416,452.12	\$1,366,099.00	\$1,412,517.03	\$1,327,489.66	\$1,750,965.28	\$1,750,900.00	\$65.28	0.00%	\$423,476	31.90%
May	\$1,353,162.00	\$1,442,889.68	\$1,492,028.00	\$1,527,469.00	\$1,460,028.68	\$1,715,204.91	\$1,460,589.00	\$254,615.91	17.43%	\$255,176	17.48%
June	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10		\$1,617,153.00				
<b>Total</b>	<b>\$17,474,902.41</b>	<b>\$17,177,048.93</b>	<b>\$17,834,085.40</b>	<b>\$17,982,773.35</b>	<b>\$17,784,091.34</b>	<b>\$17,816,266.28</b>	<b>\$19,178,242.00</b>	<b>\$255,177.28</b>	<b>1.59%</b>	<b>\$1,649,328</b>	<b>10.49%</b>



## BMA Report, July 20, 2021



### **Kingsport Employee Wellness, George DeCroes**

	01/01/2021 – 06/30/21	07/01/2021 – 07/13/2021
<b>Total Utilization</b>	<b>82.4%</b>	<b>97.6%</b>
City – Active Employees	65.3%	57.2%
City – Dependents	30.2%	32.9%
City – Retirees	0.3%	1.0%
Extended-Patient Services/Other	0.4%	3.1%
Work Comp	0.0%	0.0%
No Show	3.8%	5.8%

### **Worker's Compensation, John Burkholder**

For the month of June 2021, the City had five and its school system had three recordable worker's compensation claims. Two employees lost time and had duty restrictions beyond their initial treatment.



# City of Kingsport

July 20, 2021

## Project Status in Pictures

### 1 Area 31 Paving

*Paving is finished on several roads in the airport area, including Rocky Branch Rd and Glory Rd.*

### 3 ADA Sidewalks

*The crew is currently at Lynn Garden Drive and Sullivan Street intersection. Excavation is complete.*

### 2 Legion Drive Roundabout

*Grading and milling are complete with asphalt being laid by the end of the week.*

### 4 Fort Henry Drive Signal Work

*A TDOT project nearing completion with pedestrian crosswalk islands almost done and crosswalk signals installed.*





# Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	<b>SR 347 (Rock Springs Road) [State &amp; MTPO funded]</b>	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT contract amendment approved by BMA and is routed for signatures. This reduced the local commitment from \$2.0 million to \$1.0 million MPO funds. Updated estimated cost to reflect amendment.
\$10,000,000.00	Michael Thompson	<b>Main Street Rebuild</b>	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Still working to secure Row Certification. Holston Land property (CSX owned) requires a plan revision.
\$5,963,000.00	Niki Ensor	<b>West Kingsport Forcemain and Pump Station Improvements</b>	Rehab of West Kingsport SLS (#119) and installation of new forcemain to the WWTP.	9/1/2021	Week of 7/12/21 - paving of lift station parking lot and Greenbelt.
\$3,500,000.00	Michael Thompson	<b>Island Road Improvements from SR-126 to Kingsport City Limits</b>	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Mattern & Craig has received responses from all agencies and can now begin drafting the NEPA document.
\$2,500,000.00	Michael Thompson	<b>2021 Main Road Paving (MTPO Funded)</b>	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	12/31/2021	NEPA document has been approved. Awaiting NTP for Design from TDOT.
\$2,300,000.00	Ryan McReynolds	<b>Justice Center Renovations</b>	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2021	Architect is working on plans and having discussions with staff.
\$1,477,741.00	Chad Austin	<b>Phase 5 Water Improvements</b>	Project includes water line replacements in Fort Robinson area, Sherwood Road, Roller Street area, Gibson Mill area, and Waverly Road.	11/30/2021	Contractor preparing to test lines installed in Gibson Mill area next week.
\$1,044,000.00	Kitty Frazier	<b>Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane</b>	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	Response from TDOT Environmental on 5/17 and 6/11 still in the queue for review.
\$1,041,845.18	Ryan McReynolds	<b>2021 Area 35A Paving</b>	Paving a portion of the Eastern Star Area to the east of I-26. This work is paving roadways that have been impacted by water and sewer work due to Border Regions Annexation plan of service requirements.	10/30/2021	Recommendation to BMA on 7/19 & 7/20 to award contract to W-L Construction & Paving
\$415,000.00	Chad Austin	<b>SR 93- Fall Branch section (TDOT)</b>	TDOT project to improve State Route 93 in the Fall Branch area. Impacted waterlines in this area will be are to be relocated as part of the TDOT project.	8/31/2021	TDOT to begin construction June 1, 2020; project estimated completion dated 8/31/2021
\$400,000.00	Michael Thompson	<b>2020 Contracted Paving - E Sullivan Street</b>	Paving of E. Sullivan Street from E. Center Street to Church Circle	10/30/2020	Advertise for bids on 7/11/21. Bid Opening is scheduled for 7/27/2021.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$352,000.00	Chad Austin	<b>SR 93- Horse Creek/Derby Drive Section (TDOT)</b>	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	TDOT "B Date" package due date pushed back to 5/28/2021; anticipated letting December 2021
\$110,000.00	Randy Salyer	<b>Riverfront Park Pedestrian Swinging Bridge Improvements</b>	Structural improvements to the swinging bridge at Riverfront Park.	8/31/2021	City staff to recommend BMA reject all bids. We will evaluate the construction climate for a rebid date.
		<b>Area 31 Paving (in house)</b>	Paving of selected roadways near Tri-Cities Airport with Kingsport City Limits: Browder Rd, Lynn Rd, Buttermilk rd, Shipley Ferry Rd, Rocky Branch Rd	8/31/2021	Crews have finished Lynn Road and Browder Road. Working on Shipley Ferry Road.

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## **AGENDA**

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

### **BUSINESS MEETING**

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

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

Mayor Patrick W. Shull, Presiding  
Vice Mayor Colette George  
Alderman Betsy Cooper  
Alderman Darrell Duncan

Alderman Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

#### **City Administration**

Chris McCartt, City Manager  
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J. Michael Billingsley, City Attorney  
Lisa Winkle, City Recorder/Treasurer  
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 – Retired Pastor Jack Edwards, United Methodist Churches**

#### **III.A. ROLL CALL**

#### **IV.A. RECOGNITIONS & PRESENTATIONS**

1. Keep Kingsport Beautiful Beautification Awards
2. Former Miss Kingsport, Taylor Hubbard and new Miss Kingsport, Lauren Ross

Added  
recognition

#### **APPOINTMENTS**

1. Appointments to Parks and Recreation Advisory Committee (AF:228-2021)  
(Mayor Shull)
  - Appointment

2. Appointments to PETWORKS (AF:229-2021) (Mayor Shull)
  - Appointment

## **V. APPROVAL OF MINUTES**

1. Work Session – July 6, 2021
2. Business Meeting – July 6, 2021

## **VI. COMMUNITY INTEREST ITEMS**

### **A. PUBLIC HEARINGS**

1. Amend Zoning of Tax Map 105, a Portion of Parcel 074.23 Located off Cox Hollow Road from MX (Mixed-Use District) to PD (Planned Development District) (AF:226-2021) (Ken Weems)
  - 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 2022 the General Purpose School Fund and the General Project Fund Budgets (AF:225-2021) (David Frye)
  - Ordinance – First Reading
2. Budget Adjustment Ordinance for General Project Fund in FY22 (AF:232-2021) (Chris McCartt)
  - Ordinance – First Reading

### **C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Amend the Code of Ordinances Chapter 98, Section 238 (AF:211-2021) (Chief Phipps)
  - Ordinance – Second Reading and Final Adoption
2. Appropriation of Funds from the Tennessee Arts Commission for the Partnership Support Annual Grant (AF:215-2021) (Michael Borders)
  - Ordinance – Second Reading and Final Adoption
3. Budget Adjustment Ordinance for Various Funds in FY21 (AF:209-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption
4. Adopting the State Equalized Property Tax Rate for FY22 (AF:210-2021) (Chris McCartt)
  - Ordinance – Second Reading and Final Adoption



**D. OTHER BUSINESS**

1. Authorizing the Mayor to Sign the Instructure Services Order Form for the School District (SY2021-2022) (AF:222-2021) (David Frye)
  - Resolution
2. Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF:223-2021) (David Frye)
  - Resolution
3. Renew the MOU with Camelot Care Centers, Inc., for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents (AF:224-2021) (David Frye)
  - Resolution
4. Award of Bid to W-L Construction & Paving, Inc. for 2021 Contracted Paving Area 35A – Eastern Star Authorizing the Mayor to Sign all Applicable Documents (AF:221-2021) (Ryan McReynolds)
  - Resolution
5. Apply for and Receive the American Recovery Plan Act Grant for the Library (AF:230-2021) (Michael Borders)
  - Resolution
6. Right-of-Way Easement with Kingsport Power Company (AF:233-2021) (Michael Billingsley)
  - Resolution
7. Reject the Bid for the Riverfront Park Pedestrian Bridge Repairs Project (AF:234-2021) (Ryan McReynolds)
  - Resolution
8. Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter Into an Agreement with the Boone Lake Association (AF:235-2021) (McCartt/Shull)
  - Resolution
9. Authorize Mayor to Approve Settlement in Opioid Litigation (AF:236-2021) (Chris McCartt)
  - Resolution

Added  
7/20/21

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

**VII. CONSENT AGENDA**

None

**VIII. COMMUNICATIONS**

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

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

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Tuesday, July 6, 2021, 4:00 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 Paul W. Montgomery  
Alderman Tommy Olterman  
Alderman James Phillips

City Administration  
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Lisa Winkle, City Recorder/Treasurer  
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  
John Burkholder, Risk Manager  
John Rose, Economic Development Director  
Jessica Harmon, Assistant to City Manager  
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:00 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** City Recorder Winkle.
3. **ECONOMIC DEVELOPMENT UPDATE.** John Rose gave a presentation on this item noting the increase in housing inventory. He also provided information on the downtown projects, industrial land projects on Airport Parkway and retail projects including the mall and the Kingsport Pavilion. Mr. Rose also provided details on focused marketing derived from the Buxton data. Vice-Mayor George commented that realtors are excited about the variety in the housing market. Alderman Duncan asked if there were any shortcomings and Mr. Rose replied there were not enough lots online.
4. **DEVELOPMENT SERVICES/CODES ENFORCEMENT SOFTWARE.** Michael Thompson, Assistant Public Works Director presented this item and walked through an example of the application process.



**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Tuesday, July 6, 2021**

**5. REVIEW OF AGENDA ITEMS ON THE JULY 6, 2021 REGULAR BUSINESS MEETING AGENDA.** City Manager McCartt gave a summary for each item on the proposed agenda. The following items were discussed at greater length or received specific questions or concerns.

**VI.D.5 Name the Dolan Branch Bridge** (AF: 220-2021). City Manager McCartt discussed this item, noting this was in honor of a former city employee who had passed. He pointed out their family may attend the business meeting.

**VI.D.9 Authorize City Manager to Approve Certain Materials Agreements** (AF: 214-2021). City Manager McCartt stated this would help facilitate the process and Deputy City Manager McReynolds provided further details. There was some discussion regarding the amounts of these agreements.

**6. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 5:25 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, July 6, 2021, 7:00 PM  
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding	
Vice Mayor Colette George	Alderman Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	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. SWEARING IN OF ELECTED BOARD MEMBER OFFICIALS** - Judge Robert Montgomery.

- Colette George as Alderman
- Betsy Cooper as Alderman
- Paul W. Montgomery as Alderman
- Patrick W. Shull as Mayor

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

**II.B. PLEDGE OF ALLEGIANCE TO THE FLAG:** New Vision Youth.

**II.C. INVOCATION:** Mayor Patrick W. Shull

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

**III.A. SELECTION OF VICE MAYOR.**

Motion/Second: Phillips/Olterman, to approve Colette George as Vice Mayor.  
Approved: All present voting "aye."

**IV.A. RECOGNITIONS AND PRESENTATIONS.**

Before the presentations, Ms. Johnnie Mae Swaggerty from New Vision Youth introduced Ezra Howard who expressed the need for a dedicated dumpster for the homeless population.

1. Top 10 Academic Graduates in the Dobyns-Bennett High School Class of 2021 (Mayor Shull).
2. Girls' Large School State Tennis Singles Champion - Willa Rogers (Mayor Shull).

**IV.B. APPOINTMENTS/REAPPOINTMENTS.** None.

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

**V. APPROVAL OF MINUTES.**

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

- A. June 14, 2021 Regular Work Session
- B. June 15, 2021 Regular Business Meeting
- C. June 17, 2021 Called Business Meeting

Approved: All present voting "aye."

**VI. COMMUNITY INTEREST ITEMS.**

**A. PUBLIC HEARINGS.** None.

**PUBLIC COMMENT.** Mayor Shull invited citizens in attendance to speak about any of the remaining agenda items. One citizen commented on the plans for the marina at Warriors and was referred to the state. Mayor Shull commented on sidewalks.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Amend Code of Ordinances Chapter 98, Section 238 (AF: 211-2021) (Chief Phipps).**

Motion/Second: Phillips/George, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE IV, REGARDING AUTHORIZED USES OF CITY OWNED PARKING FACILITIES; FIXING THE PENALTY FOR A VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

Passed on first reading: All present voting "aye."

**2. Appropriate Funds from Tennessee Arts Commission for the Partnership Support Annual Grant (AF: 215-2021) (Michael Borders).**

Motion/Second: Duncan/Cooper, to pass:

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

Passed on first reading: All present voting "aye."

**3. Budget Adjustment for Various Funds in FY21 (AF: 209-2021) (Chris McCartt).**

Motion/Second: Montgomery/George, to pass:

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

Passed on first reading: All present voting "aye."



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

**4. Adopt State Equalized Property Tax Rate for FY22**  
(AF: 210-2021) (Chris McCartt).

Motion/Second: George/Montgomery, to pass:

AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSFORT, SULLIVAN COUNTY AND THE CITY OF KINGSFORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS, THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE, AND THE STATE BOARD OF EQUALIZATION FOR THE TAX YEAR 2021; AND TO FIX THE EFFECTIVE DATE OF THE ORDINANCE

Passed on first reading: All present voting "aye."

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Consideration of an Ordinance to Condemn** (AF: 199-2021) (Mike Billingsley).

Motion/Second: Duncan/Phillips, to pass:

**ORDINANCE NO. 6951**, AN ORDINANCE TO AUTHORIZE AND DIRECT THE CITY ATTORNEY TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY, REAL OR PERSONAL, OR ANY EASEMENT, INTEREST, ESTATE OR USE THEREIN, FROM AFFECTED PROPERTY OWNERS ALONG THE ROUTE OF A CERTAIN PUBLIC WORKS PROJECT; TO FIX THE PROCEDURE FOR DIRECTING THE INITIATION OF SUCH LITIGATION; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Combine Two Part-Time Driver Positions into One Full-Time Position** (AF: 202-2021) (Chris McCartt).

Motion/Second: Montgomery/Phillips, to pass:

**ORDINANCE NO. 6952**, AN ORDINANCE TO AMEND THE URBAN MASS TRANSIT BUDGET BY ADDING A BUS/VAN DRIVER POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2021; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Appropriate Funds for West Gate Phase 2 Materials Agreement Projects** (AF: 150-2021) (Ryan McReynolds)

Motion/Second: George/Duncan, to pass:

**ORDINANCE NO. 6953**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE WEST GATE PHASE 2 MATERIALS AGREEMENT PROJECTS (WA2154 AND SW2154); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

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

**D. OTHER BUSINESS.**

**1. Extend Bid Award for Dobyns-Bennett High School Cooling Tower Replacement to S.B. White (AF: 200-2021) (David Frye).**

Motion/Second: Montgomery/Olterman, to pass:

**Resolution No. 2022-001**, A RESOLUTION AWARDDING THE BID FOR THE DOBYNS-BENNETT HIGH SCHOOL COOLING TOWER REPLACEMENT PROJECT TO S.B. WHITE CO. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**2. Execute a Guaranteed Energy Savings Performance Contract with Energy Systems Group, LLC (AF: 140-2021) (David Frye).**

Motion/Second: Duncan/George, to pass:

**Resolution No. 2022-002**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENERGY SYSTEMS GROUP, LLC, FOR ENGINEERING AND EQUIPMENT FOR ENERGY RELATED SERVICES PROVIDING REDUCTION IN ENERGY USE IN KINGSFORT CITY SCHOOLS AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE CONTRACT

Passed: All present voting “aye.”

**3. Authorize the Mayor to Sign a Loan Agreement with the State of Tennessee’s Energy Efficient Schools Initiative (AF: 217-2021) (David Frye).**

Motion/Second: Olterman/George, to pass:

**Resolution No. 2022-003**, A RESOLUTION APPROVING AN ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT WITH THE ENERGY EFFICIENT SCHOOLS COUNCIL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

**4. Approve Professional Service Agreement with LDA Engineering for the Replacement of Three Sewer Lift Stations (AF: 208-2021) (Ryan McReynolds).**

Motion/Second: Duncan/Montgomery, to pass:

**Resolution No. 2022-004**, A RESOLUTION AMENDING AN ADDENDUM TO AN AGREEMENT WITH LDA ENGINEERING FOR THE REPLACEMENT OF THREE SEWER LIFT STATIONS AND AUTHORIZING THE MAYOR TO EXECUTE THE

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

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

Passed: All present voting “aye.”

**5. Name the Dolan Branch Bridge (AF: 220-2021) (Chris McCartt).**

Motion/Second: George/Phillips, to pass:

**Resolution No. 2022-005,** A RESOLUTION DESIGNATING THE UNNAMED  
RESERVOIR ROAD BRIDGE OVER DOLAN BRANCH AS THE GARY BURKE  
MEMORIAL BRIDGE

Passed: All present voting “aye.”

**6. Approve FTAAAD Grant Amendment for FY21 and FY22 (AF:  
213-2021) (Shirley Buchanan).**

Motion/Second: Phillips/Olterman, to pass:

**Resolution No. 2022-006,** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AMENDMENT TO THE AGREEMENT WITH THE FIRST TENNESSEE  
DEVELOPMENT DISTRICT’S AREA AGENCY ON AGING AND DISABILITY GRANT  
FOR FISCAL YEAR 2021-2022 AND ALL DOCUMENTS NECESSARY AND PROPER TO  
APPROVE THE AMENDMENT

Passed: All present voting “aye.”

**7. Accept Donation of Woodshop Equipment from Vernon Gary  
Hennon (AF: 186-2021) (Michael Borders).**

Motion/Second: Montgomery/Duncan, to pass:

**Resolution No. 2022-007,** A RESOLUTION ACCEPTING A DONATION OF  
WOODWORKING EQUIPMENT FROM VERNON GARY HENSON TO THE KINGSFORT  
SENIOR CENTER

Passed: All present voting “aye.”

**8. Authorize Mayor to Execute Agreements with Various Agencies  
and Organizations for Services in FY21-22 Benefiting the General Welfare of  
Kingsport Residents (AF: 188-2021) (Jessica Harmon).**

Motion/Second: Phillips/George, to pass:

**Resolution No. 2022-008,** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR SERVICES IN  
FISCAL YEAR 2021-2022 BENEFITING THE GENERAL WELFARE OF KINGSFORT  
RESIDENTS

Passed: All present voting “aye.”

**9. Authorize City Manager to Approve Certain Materials  
Agreements (AF: 214-2021) (Jessica Harmon).**

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

Motion/Second: Cooper/George, to pass:

**Resolution No. 2022-009**, A RESOLUTION AMENDING THE MATERIALS AGREEMENT POLICY ADOPTED BY RESOLUTION No. 2007-084 TO AUTHORIZE THE CITY MANAGER TO APPROVE MATERIALS AGREEMENTS WHICH DO NOT EXCEED THE PURCHASING LIMITS SET FORTH IN KINGSFORT CODE OF ORDINANCES SECTION 2-592, AND TO FIX THE EFFECTIVE DATE OF THIS RESOLUTION

Passed: All present voting “aye.”

**10. Authorize Mayor to Execute Various Subrecipient Agreements for Community Development Block Grant Funding in FY21/FY22 (AF: 212-2021) (Jessica McMurray).**

Motion/Second: Duncan/Olterman, to pass:

**Resolution No. 2022-010**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH VARIOUS AGENCIES AND ORGANIZATIONS FOR COMMUNITY DEVELOPMENT BLOCK FUNDING IN FISCAL YEAR 2021-2002.

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

**1. Reject Bids for Purchase of 4x4 Tractor (AF: 204-2021) (Ryan McReynolds).**

Pass:

**Resolution No. 2022-011**, A RESOLUTION REJECTING ALL BIDS RELATED TO THE PURCHASE OF A 4x4 TRACTOR

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

**2. Release of All Claims for Progressive Hawaii Insurance Company and Its Insured Jennifer Hite, Whitney Linkous and Hannah Rogers for Payment for Damages to a Roadway Sign Due to a Vehicle Crash on April 26, 2021 on Orebank Road (AF: 207-2021) (John Burkholder).**

Pass:

**Resolution No. 2022-012**, A RESOLUTION APPROVING A PROPERTY DAMAGE RELEASE FROM PROGRESSIVE INSURANCE COMPANY FOR PROPERTY DAMAGE TO A ROADWAY SIGN ON OREBANK ROAD AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

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

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

**3. Approval for Northeast State Community College to Enter into a 6-Month Sublease Agreement with Lincoln Memorial University (AF: 216-2021)**  
(Jessica Harmon).

Pass:

**Resolution No. 2022-013**, A RESOLUTION APPROVING AN AGREEMENT WITH LINCOLN MEMORIAL UNIVERSITY PROVIDING CLASSES AT THE KINGSPORT CENTER FOR HIGHER EDUCATION; APPROVING SUBLEASES TO SAID ENTITY BY NORTHEAST STATE COMMUNITY COLLEGE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT OR THIS RESOLUTION

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

**4. Approval to Sell Real Estate in the Mable Edith Franklin Estate (AF: 218-2021)** (Michael Billingsley).

Pass:

**Resolution No. 2022-014**, A RESOLUTION CONSENTING TO THE SALE OR AUCTION OF REAL PROPERTY OWNED BY MABLE EDITH FRANKLIN, NOW DECEASED; AUTHORIZING THE MAYOR TO EXECUTE A CONSENT TO SELL OR AUCTION REAL PROPERTY AND ANY OTHER DOCUMENTS NECESSARY AND PROPERTY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

**5. Authorize Sale of Surplus Vehicle to PETWORKS (AF: 219-2021)**  
(John Morris).

Pass:

**Resolution No. 2022-015**, A RESOLUTION DECLARING A CERTAIN FLEET VEHICLE AS SURPLUS, REMOVING SAME FROM THE FIXED ASSET REGISTER, AND APPROVING THE SALE OF SUCH SURPLUS VEHICLE TO PETWORKS

Passed: All present voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. McCartt welcomed Alderman Montgomery. He also congratulated Lisa Winkle on her recent official promotion to City Recorder. Mr. McCartt noted that the Customer Service Center would be relocating to the new city hall later this week. Lastly he commented on the work session presentations regarding economic development, highlighting the developer friendly attributes of the city.

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

**B. MAYOR AND BOARD MEMBERS.** Alderman Montgomery thanked the citizens for their support, stating he was honored to serve with the BMA. Alderman Phillips commented on recent road trip with his family encompassing 4000 miles and many cities. He pointed out the new business, homes and low rates of Kingsport, noting he is proud of the way the city is moving forward. He also mentioned the Citizens Fire Academy is coming back this fall and applications are being accepted through July 16. Alderman Duncan commented he was glad the Burke family was here. He also pointed out the many positive projects all over the city addressing housing, retail and commercial. He mentioned the many people who were in town recently for baseball tournaments, noting it was almost back to normal during last weekend's 4<sup>th</sup> of July parade. Alderman Cooper expressed her appreciation for being able to serve again noting it was a privilege to give back to the city. She also commented that her priorities for amenities have changed with the arrival of grandchildren, highlighting the parks, playgrounds, splash pads and the carousel. Vice-Mayor George stated she was thankful and looking forward to serve again. She thanked the BMA for electing her Vice-Mayor again. She commented on her vacation to New Mexico, noting they have the highest number of unpaved roads and made Kingsport's look great. She also pointed out our area was blessed to have so many business stay open after the pandemic, noting it is not that way elsewhere. She also commented on the recent parade and the patriotic decorations and pointed out Funfest was coming up. Mayor Shull commented on the Ballroom Dance competition at Meadowview, noting there were 300 people from 36 states. He echoed other comments comparing Kingsport to other areas after traveling on vacation.

**C. VISITORS.** None.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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PATRICK W. SHULL  
Mayor



## AGENDA ACTION FORM

### Appointments to Parks and Recreation Advisory Committee

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

Action Form No.: AF-228-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: Kitty Frazier  
 Presentation By: Mayor Shull

### Recommendation:

Approve Appointments

### Executive Summary:

It is recommended to reappoint Alan Meade and Reba Barber and to appoint Andrew Zuehlke, replacing Heather Quigley, to the Parks and Recreation Advisory Committee. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

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

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

Recommended Committee:			
Member	Term Expires	No. of Terms	Eligibility
Brad Hoover	7/31/22	4	At-large
Bob Jack	7/31/22	4	At-large
Pam Mahaffey	7/31/22	2	At-large
Tony Williams	7/31/23	1	At-large
Jeff Walker	7/31/23	4	At-large
Peter Lodol	7/31/23	8	At-large
Reba Barber	7/31/24	5	At-large
Alan Meade	7/31/24	4	At-large
Andrew Zuehlke	7/31/24	1	At-large

### Attachments:

1. Andrew Zuehlke Bio

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Ottermann	—	—	—
Phillips	—	—	—
Shull	—	—	—



## **Andrew Zuehlke**

Mobile: 704.776.8515

Email: [andrewzuehlke2@gmail.com](mailto:andrewzuehlke2@gmail.com)

My name is Andrew Zuehlke, and I currently am a Cybersecurity Liaison at Eastman. Although I have lived in Kingsport, TN for the past four years, I grew up in rural New England, spending a number of years on a self-sustaining farm on the coast of Maine. In 2004, my family moved to Waxhaw, North Carolina, a small town near Charlotte.

I attended Appalachian State University (ASU) where I earned a Bachelor of Science degree in both Computer Science and Computational Mathematics. I spent the summers of my sophomore and junior year interning with Eastman in the Information Technology organization. As a member of the University and Departmental honors programs, I defended my thesis, 'An Analysis of Tools, Techniques, and Mathematics Involved in a Penetration Test,' in 2017.

After graduating in 2017, I joined Eastman full time as a Cybersecurity Analyst where I was the lead administrator of Eastman's Security Information and Event Management (SIEM) and Endpoint Detection and Response (EDR) solutions for three years. In early 2020, I moved to my current role as Cybersecurity Liaison, primarily supporting Eastman's Corporate Technology (Research & Development) and Information Technology business towers.

While my brain thrives when I am exploring cyber challenges behind a computer screen, my body and spirit thrive when I am exploring the outdoors, getting involved in projects, and being active in my community. Throughout high school, I volunteered at an after-school inclusion program, where I worked one-on-one with a child with autism; I also organized and volunteered for numerous events hosted by my school. While studying at ASU, I was an active member in the university and local communities, including acting as president for the sustainable development student alliance and having a chair on the University's Sustainability Council. In addition to volunteering for local organizations and events, I also participated in three weeklong volunteer opportunities through ASU's "Alternative Service Experience" program. After moving to Kingsport, I became a "big" as part of the Big Brothers Big Sisters organization, where I have been matched with my little for three and a half years. I currently act as Eastman's IT Representative for the United Way and continue to be active in events such as Day of Caring.

In my free time, I enjoy spending time outdoors, whether it is hiking, camping, canoeing, skiing, or running. In August 2020, I became a proud dog father to my sweet girl Acadia. Acadia is now eleven months old and joins me on my weekend hikes and daily walks on the Green Belt, at Bays Mountain, and on the streets in the neighborhood behind my apartment complex. We are also frequent visitors to Kingsport's Dog Park, often visiting at least twice a week when possible.



## AGENDA ACTION FORM

### Appointments to PETWORKS

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

Action Form No.: AF-229-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: Mayor Shull  
 Presentation By: Mayor Shull

### Recommendation:

Approve Appointments

### Executive Summary:

It is recommended to reappoint Jeff Fleming and John Campbell to PETWORKS. If approved by the Board of Mayor and Aldermen the recommended table reflects term dates.

Terms vary with no term limits. The City of Kingsport is responsible for the appointments of two (2) members with the remaining members appointed by PETWORKS and the Humane Society.

Current Board:			
Member	Term Expires	No. of Terms	Eligibility
Jeff Fleming	7/1/21	2	At-large
John Campbell	7/1/21	2	At-large

Recommended Board:			
Member	Term Expires	No. of Terms	Eligibility
Jeff Fleming	7/1/23	3	At-large
John Campbell	7/1/22	3	At-large

### Attachments:

None

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



## AGENDA ACTION FORM

### **Amend Zoning of Tax Map 105, a Portion of Parcel 074.23 Located off Cox Hollow Road from MX (Mixed-Use District) to PD (Planned Development District)**

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

Action Form No.: AF-226-2021  
 Work Session: July 19, 2021  
 First Reading: July 20, 2021

Final Adoption: August 3, 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 105, a portion of parcel 074.23 located off Cox Hollow Road from MX (Mixed-Use District) to PD (Planned Development District).

#### **Executive Summary:**

This is an owner-requested rezoning of approximately 15.71 acres located along Cox Hollow Road from MX, Mixed-Use District, to PD, Planned Development District. The applicant desires to construct a new residential development consisting of both single and multi-family homes on the property. During their June 2021 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a positive recommendation to rezone the property to the Board of Mayor and Aldermen. This rezoning has received a total of 3 comments from adjacent property owners. The comments were generally supportive of the rezoning, with one comment being opposed to the aspect of multi-family use. The notice of public hearing was published on July 5, 2021.

#### **Attachments:**

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

	Y	N	O
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
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 July 20, 2021 to consider the rezoning of Tax Map 105, a portion of parcel 074.23 located off Cox Hollow Road from the MX 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 new iron pin on the easterly right of way of Cox Hollow Road, corner to property of Jason Douglas and Kimberly Lynn Wheeler, Tax Map 105-K, Parcel B-1.00; thence with Jason Douglas and Kimberly Lynn Wheeler, Tax Map 105-K, Parcel B-1.00, two calls : S 66°54' E, 8.01' to a new iron pin at a wood post and N 89°22' E, 298.30' to a new iron pin in a post hole; corner to property of The Industrial Development Board of the City of Kingsport, Tennessee, Tax Map 105, Parcel 74.60; thence with The Industrial Development Board of the City of Kingsport, Tennessee, Tax Map 105, Parcel 74.60 S 28°34' E, 225.31' to an old iron pin with a cap marked "Mize;" thence a new line S 12°55' W, 63.99' to a point in the center of Straight Branch; thence with the center of Straight Branch 28 Calls : S 38°21' E, 68.21' to a point; S 33°32' E, 88.53' to a point; S 50°01' E, 86.35' to a point; N 42°10' E, 15.74' to a point; S 28°11' E, 85.34' to a point; S 41°50' E, 55.33' to a point; S 30°23' E, 39.62' to a point; S 18°39' E, 33.19' to a point; S 56°56' E, 54.06' to a point; S 20°15' E, 33.77' to a point; S 64°38' E, 38.12' to a point; S 39°33' E, 80.56' to a point; S 70°55' E, 58.37' to a point; S 55°05' E, 50.59' to a point; S 35°36' E, 33.62' to a point; S 53°31' E, 67.29' to a point; S 59°13' E, 74.84' to a point; S 26°46' E, 24.51' to a point; S 65°24' E, 72.49' to a point; S 26°54' E, 42.53' to a point; S 87°36' E, 35.89' to a point; S 42°32' E, 65.08' to a point; S 86°29' E, 25.64' to a point; S 9°22' E, 25.36' to a point; S 17°43' W, 28.23' to a point; N 63°41' E, 22.56' to a point; S 56°13' E, 122.70' to a point and S 21°05' E, 60.64' to a point, corner to property of Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, Parcel 74.10; thence with Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, parcel 74.10, S 27°53' W, 372.44' to a new iron pin, corner to property of Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, Parcel 74.00; thence with Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, Parcel 74.00, S 89°20' W, 616.23' to an old iron pin on the easterly right of way of Cox Hollow Road; thence with the easterly right of way of Cox Hollow Road 11 calls : N 7°22' E, 256.82 to an old iron pin; N 1°31' E, 92.66' to an old iron pin; N 3°25' W, 204.57' to an old iron pin; N 10°25' W, 131.35' to an old iron pin; N 26°22' W, 117.43' to an old iron pin; N 39°26' W, 123.83' to an old iron pin; N 41°12' W, 194.35' to an old iron pin; N 39°27' W, 302.10' to an old iron pin; N 33°13' W, 143.65' to an old iron pin; N 20°33' W, 108.84' to an old iron pin and N 27°17' W, 75.94' to the point of beginning, containing 15.71 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](mailto:ADAContact@KingsportTN.gov) at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 7/5/2021

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

PRE-FILED  
CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY LOCATED ALONG COX HOLLOW ROAD FROM MX, MIXED-USE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property located along Cox Hollow Road from MX, Mixed-Use District to PD, Planned Development District in the 13<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

Beginning at a new iron pin on the easterly right of way of Cox Hollow Road, corner to property of Jason Douglas and Kimberly Lynn Wheeler, Tax Map 105-K, Parcel B-1.00; thence with Jason Douglas and Kimberly Lynn Wheeler, Tax Map 105-K, Parcel B-1.00, two calls : S 66°54' E, 8.01' to a new iron pin at a wood post and N 89°22' E, 298.30' to a new iron pin in a post hole; corner to property of The Industrial Development Board of the City of Kingsport, Tennessee, Tax Map 105, Parcel 74.60; thence with The Industrial Development Board of the City of Kingsport, Tennessee, Tax Map 105, Parcel 74.60 S 28°34' E, 225.31' to an old iron pin with a cap marked "Mize;" thence a new line S 12°55' W, 63.99' to a point in the center of Straight Branch; thence with the center of Straight Branch 28 Calls : S 38°21' E, 68.21' to a point; S 33°32' E, 88.53' to a point; S 50°01' E, 86.35' to a point; N 42°10' E, 15.74' to a point; S 28°11' E, 85.34' to a point; S 41°50' E, 55.33' to a point; S 30°23' E, 39.62' to a point; S 18°39' E, 33.19' to a point; S 56°56' E, 54.06' to a point; S 20°15' E, 33.77' to a point; S 64°38' E, 38.12' to a point; S 39°33' E, 80.56' to a point; S 70°55' E, 58.37' to a point; S 55°05' E, 50.59' to a point; S 35°36' E, 33.62' to a point; S 53°31' E, 67.29' to a point; S 59°13' E, 74.84' to a point; S 26°46' E, 24.51' to a point; S 65°24' E, 72.49' to a point; S 26°54' E, 42.53' to a point; S 87°36' E, 35.89' to a point; S 42°32' E, 65.08' to a point; S 86°29' E, 25.64' to a point; S 9°22' E, 25.36' to a point; S 17°43' W, 28.23' to a point; N 63°41' E, 22.56' to a point; S 56°13' E, 122.70' to a point and S 21°05' E, 60.64' to a point, corner to property of Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, Parcel 74.10; thence with Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, parcel 74.10, S 27°53' W, 372.44' to a new iron pin, corner to property of Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, Parcel 74.00; thence with Weldon L. Cox, L/E; Tod H. Cox, R/M, Tax Map 105, Parcel 74.00, S 89°20' W, 616.23' to an old iron pin on the easterly right of way of Cox Hollow Road; thence with the easterly right of way of Cox Hollow Road 11 calls : N 7°22' E, 256.82 to an old iron pin; N 1°31' E, 92.66' to an old iron pin; N 3°25' W, 204.57' to an old iron pin; N 10°25' W, 131.35' to an old iron pin; N 26°22' W, 117.43' to an old iron pin; N 39°26' W, 123.83' to an old iron pin; N 41°12' W, 194.35' to an old iron pin; N 39°27' W, 302.10' to an old iron pin; N 33°13' W, 143.65' to an old iron pin; N 20°33' W, 108.84' to an old iron pin and N 27°17' W, 75.94' to the point of beginning, containing 15.71 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 21-101-00003**

**Cox Hollow Road Rezoning**

<b>Property Information</b>			
Address	n/a		
Tax Map, Group, Parcel	Map 105, a portion of parcel 074.23		
Civil District	13		
Overlay District	Gateway		
Land Use Designation	Retail/ Commercial		
Acres	15.71 +/-		
Existing Use	Undeveloped/ Vacant	Existing Zoning	MX
Proposed Use	Single Family and Multi-Family Development	Proposed Zoning	PD
<b>Owner /Applicant Information</b>			
<b>Name:</b> Carla Karst <b>Address:</b> 1504 Dobyns Dr <b>City:</b> Kingsport <b>State:</b> TN <b>Zip Code:</b> 37664 <b>Phone:</b> (423)384-7001		<b>Intent:</b> <i>To rezone from MX (Mixed Use District) to PD (Planned Development District) to accommodate a new single family and multifamily development.</i>	
<b>Planning Department Recommendation</b>			
<p>The Kingsport Planning Division recommends sending a <b>POSITIVE</b> recommendation to the Kingsport Board of Mayor and Aldermen for the following reasons:</p> <p><i>The existing MX zone allows a mix of uses to include single family, multi-family, commercial, and industrial uses. A successful rezoning to the PD district will ensure that no non-residential uses border Cox Hollow Road adjacent to existing residential use.</i></p> <p><b>Staff Field Notes and General Comments:</b></p> <p><i>The rezoning site is bordered by Cox Hollow Road to the west and a creek to the east. The rezoning site borders approximately 1,750 feet of Cox Hollow Road.</i></p>			
Planner:	Ken Weems	Date:	June 3, 2021
<b>Planning Commission Action</b>		<b>Meeting Date:</b>	<b>June 17, 2021</b>
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

PROPERTY INFORMATION	
ADDRESS	Cox Hollow Road
DISTRICT	13
OVERLAY DISTRICT	Gateway

# Kingsport Regional Planning Commission

## Rezoning Report

File Number 21-101-00003

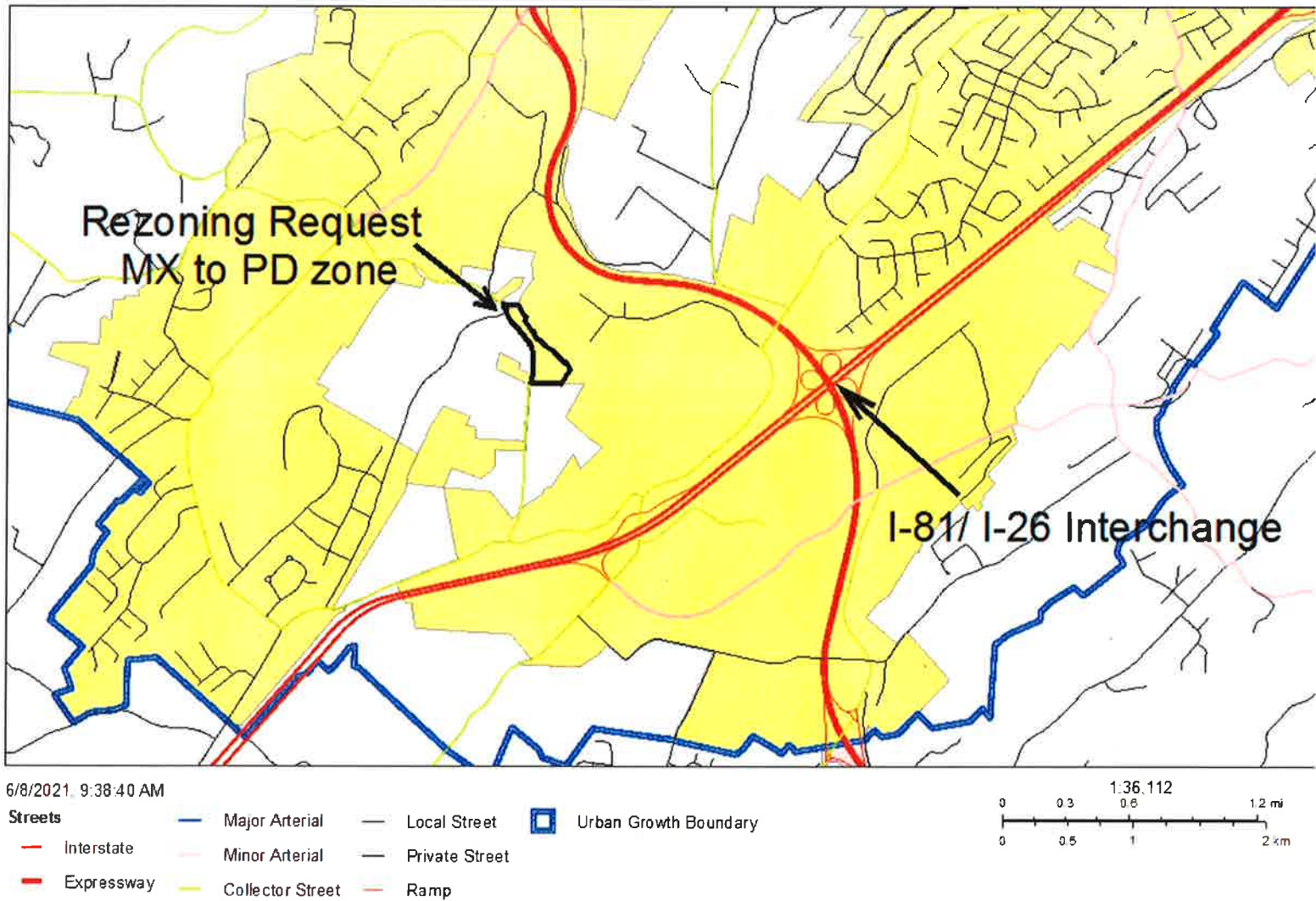
<b>EXISTING ZONING</b>	MX
<b>PROPOSED ZONING</b>	PD
<b>ACRES</b>	15.71 +/-
<b>EXISTING USE</b>	undeveloped
<b>PROPOSED USE</b>	Single Family & Multi-Family Development

### INTENT

*To rezone from MX (Mixed Use District) to PD (Planned Development District) to accommodate a new single family & multi-family development.*

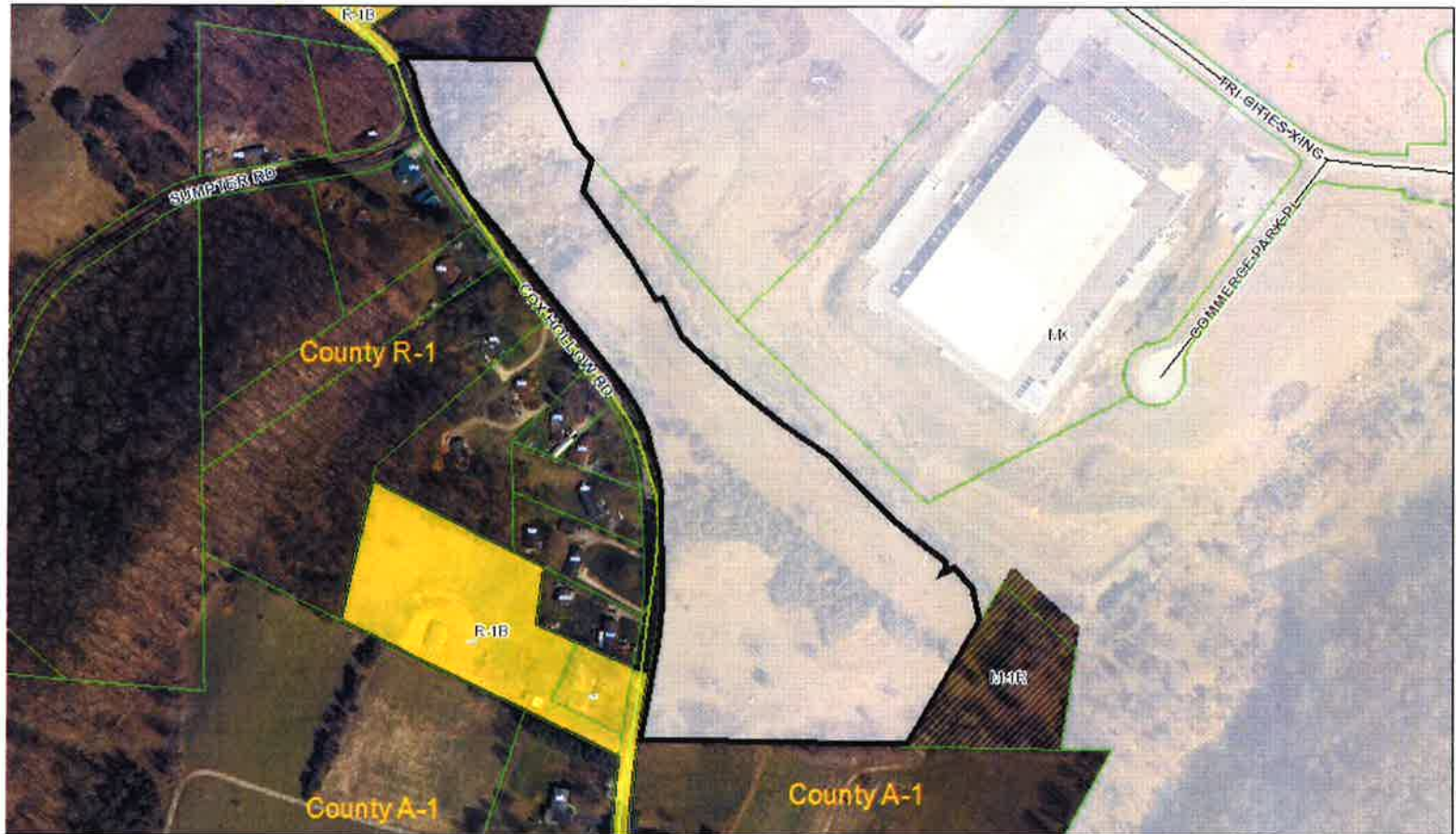
### Vicinity Map

### ArcGIS Web Map



Surrounding Zoning Map

ArcGIS Web Map



6/8/2021, 9:47:19 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



**File Number 21-101-00003**

**Designation: Retail/ Commercial**

**ArcGIS Web Map**

6/8/2021 10:01:00 AM

Kpt 911 Address

Washington County Parcels

Lake\_Pond

Parcel\_Conflict

Parcel

Railroad\_ROW

River

Street\_ROW

Sullivan County Parcels

Lake\_Pond

Parcel\_Conflict

Parcel

Railroad\_ROW

River

Street\_ROW

Scale: 0 0.0375 0.075 0.15 mi

Scale: 0 0.05 0.1 0.2 km

Page 5 of 11

**File Number 21-101-00003**

## ArcGIS Web Map

☐ Street\_ROW

Neo App Builder for ArcGIS



**Northern View from Southern Portion of Rezoning Site**



**Southern Portion of the Rezoning Site**



**Eastern View (FedEx Building in Background)**





**Southeast View Toward I-81/ I-26 Interchange**



**Existing Residential Along West Side of Cox Hollow Rd**



Existing Uses Location Map

ArcGIS Web Map



Existing Zoning/ Land Use Table

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



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

**File Number 21-101-00003**

Further North and Northwest	<b>2</b>	<u>Zone: County R-1</u> <u>Use: single family</u>	n/a
East	<b>3</b>	<u>Zone: City MX</u> <u>Use: food manufacturing</u>	Area annexed in 1988
Further East	<b>4</b>	<u>Zone: City MX</u> <u>Use: logistics hub</u>	Area annexed in 1988
Southeast and South	<b>5</b>	<u>Zone: City M-1R</u> <u>Use: pasture</u>	Area annexed in 1988
Further South	<b>6</b>	<u>Zone: County A-1</u> <u>Use: farm</u>	n/a
West	<b>7</b>	<u>Zone: County R-1</u> <u>Use: single family</u>	n/a

**Standards of Review**

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

- 1. 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 residential use that is appropriate to locate adjacent to existing residential use along Cox Hollow Road.
- 2. 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 and multi-family development, the same use which can be accomplished with the current MX zone for the site. The rezoning to PD will provide more flexibility to the developer for house placement as compared to the MX zone. A rezoning to PD will also eliminate the possibility of commercial or industrial uses at the rezoning site. Both commercial and industrial uses are considered principal uses in the MX zone.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The current and proposed zones both permit residential development. Both zones have the same reasonable economic use. It is staff's opinion that rezoning to PD and subsequently restricting the property to residential use only will be more compatible with the existing Cox Hollow Road and adjacent residential use.
- 4. Whether the proposal is in conformity with the policies and intent of the land use plan?** The land use plan designates the area as appropriate for retail/ commercial use. The developer has applied to change the land use plan designation for the site to a mixture of single family and multi-family use. It is staff's opinion that residential use is

more compatible with the existing residential along Cox Hollow Road than any retail or commercial uses.

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 residential development in consideration of the site being adjacent to existing residential and separated from the Gateway Commerce Park by a creek.
6. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** It is staff's opinion that the rezoning site should have a zone that is exclusive to residential development.
7. **Whether the change will create an isolated district unrelated to similar districts:** The proposed PD zone affords residential development similar to abutting and surrounding zones.

#### CONCLUSION

Staff recommends sending a POSITIVE recommendation to the Board of Mayor and Aldermen to rezone from MX to PD. Supporting rationale is to remove the possibility of commercial or industrial use, both of which are allowed in the current MX zone designation for the property. The proposed PD zone for single family and multi-family development will conform to the amended land use plan once approved.



## AGENDA ACTION FORM

### Amend the FY 2022 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-225-2021  
 Work Session: July 19, 2021  
 First Reading: July 20, 2021

Final Adoption: August 3, 2021  
 Staff Work By: David Frye  
 Presentation By: David Frye

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number one at their meeting on June 13, 2021. This amendment increases the General Purpose School Fund budget by \$99,000. The estimated revenue for BEP funds is being increased by \$99,000. The increase in BEP funds and a decrease in debt service funds of \$204,900 are being used to help fund teacher salary and benefit increases. This increase in salary funds will assist transition to the teacher salary scale that was implemented in FY 2021. This amendment also establishes a new project in the General Project Fund for Energy Systems Improvements. This project is being funded by an EESI Loan in the amount of \$2,976,123. This project will replace all of the lighting in the KCS system with LED lights as well as upgrade the HVAC control systems. The loan will be repaid from energy savings within the existing KCS budget.

#### Attachments:

1. Ordinance
2. BOE Budget Amendment Number One - FY 2022

Funding source appropriate and funds are available: *JM*

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

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

AN ORDINANCE TO AMEND THE GENERAL PURPOSE  
SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS  
FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Basic Education Funds by \$99,000. The expenditure budget will be amended by increasing the appropriations for various teacher salary and benefit account by \$303,900 and by decreasing the appropriations for Debt Service by \$204,900. The General Project Fund Budget will be amended by increasing the estimated revenue for the Energy Systems project (GP2200) – EESI Loan by \$2,976,123 and by increasing the appropriation for Construction Contracts by \$2,976,123.

**Fund 141: General Purpose School Fund**

**Revenues:**

	\$	\$	\$
141-0000-338-6511 Basic Education Funds	33,568,000	99,000	33,667,000
<b>Totals</b>	<b>33,568,000</b>	<b>99,000</b>	<b>33,667,000</b>

**Expenditures:**

	\$	\$	\$
141-7150-711-0116 Reg Ed – Teacher Salaries	26,400,650	205,000	26,605,650
141-7150-711-0201 Reg Ed – Social Security	1,643,000	12,000	1,655,000
141-7150-711-0204 Reg Ed – State Retirement	2,706,000	19,000	2,725,000
141-7150-711-0212 Reg Ed – Medicare	384,100	3,000	387,100
141-7150-721-0116 Sp Ed – Teacher Salaries	3,150,600	20,000	3,170,600
141-7150-721-0171 Sp Ed – Speech Teachers	615,700	3,500	619,200
141-7150-721-0201 Sp Ed – Social Security	255,500	1,500	257,000
141-7150-721-0204 Sp Ed – State Retirement	395,700	2,500	398,200
141-7150-721-0212 Sp Ed – Medicare	59,800	500	60,300
141-7100-731-0116 Voc Ed – Teacher Salaries	1,082,500	9,600	1,092,100
141-7100-731-0201 Voc Ed – Social Security	64,000	600	64,600
141-7100-731-0204 Voc Ed – State Retirement	109,000	1,000	110,000
141-7250-773-0123 Oth Std Sup – Counselors	1,324,800	7,500	1,332,300
141-7250-773-0201 Oth Std Sup – Social Security	100,700	500	101,200
141-7250-773-0204 Oth Std Sup – St Retirement	175,300	1,000	176,300
141-7250-781-0123 Reg Ed Sup – Librarians	758,600	5,900	764,500
141-7250-781-0189 Reg Ed Sup – Other Salaries	643,200	3,000	646,200
141-7250-781-0201 Reg Ed Sup – Social Sec	121,200	600	121,800
141-7250-781-0204 Reg Ed Sup – St Retirement	203,500	1,000	204,500
141-7250-782-0124 Sp Ed Sup – Psych Salaries	197,700	2,500	200,200
141-7250-782-0599 Sp Ed Sup – Other Salaries	177,000	2,500	179,500
141-7250-782-0201 Sp Ed Sup – Social Security	30,300	500	30,800
141-7250-782-0204 Sp Ed Sup – St Retirement	55,100	700	55,800

141-7750-891-0601 Debt Service – Principal	2,473,400	(166,700)	2,306,700
141-7750-891-0602 Debt Service – Interest	804,000	(38,200)	765,800
<b>Totals</b>	<b>43,931,350</b>	<b>99,000</b>	<b>44,030,350</b>

**Fund 311: General Project Fund**  
**School Energy Systems Project (GP2200)**

<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
311-0000-332-6300 EESI Loan	0	2,976,123	2,976,123
<b>Total:</b>	<b>0</b>	<b>2,976,123</b>	<b>2,976,123</b>

<b><u>Expenditures:</u></b>			
311,0000-601-202 Construction Contracts	0	2,976,123	2,976,123
<b>Total:</b>	<b>0</b>	<b>2,976,123</b>	<b>2,976,123</b>

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:

\_\_\_\_\_  
PAT SHULL, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

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

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



July 13, 2021

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2021-2022  
BUDGET AMENDMENT NUMBER ONE

**GENERAL PURPOSE SCHOOL FUNDS**

**ITEM ONE: BASIC EDUCATION PROGRAM FUNDS**

The approved FY 2021-2022 budget includes a revenue estimate of BEP funds in the amount of \$33,568,000. The amount was based on the April estimate of BEP funds, plus \$36,000 for an estimated January increase for health insurance funds. We now have the June estimate of BEP funds. This amount is \$33,667,000. It is recommended that the estimated revenue for BEP funds be increased by \$99,000.

**ITEM TWO: DEBT SERVICE**

In reviewing the approved budget, it was discovered that the new debt service for the purchase of the space in the Press Building was budgeted twice. This amount is \$204,900. It is recommended the appropriations for debt service be decreased by \$204,900.

**ITEM THREE: TEACHERS SALARIES AND BENEFITS**

The approved FY 2021-2022 includes funding for teacher salaries and benefits that will decrease the difference between teacher steps and the step that is represented by their actual years of experience by one-fourth. This amount is \$308,400. With the recommended increase in BEP funding and the recommended decrease in debt service appropriations there has been a \$303,900 budget surplus created. It is recommended that this surplus be used to increase the appropriations for teacher salaries and benefits. This will allow us to decrease the difference between teacher steps and the step that is represented by their actual years of experience by one-half.

**GENERAL PROJECT FUND**

The Energy Efficient Schools Initiative loan application has been approved. The loan was approved for \$2,976,123. The main item included in the project will be the replacement of all lighting with LED lights. There will also be some upgrades to our HVAC controls, along with some building envelope improvements. It is recommended that a new project For Energy Systems Improvements be established by increasing the estimated revenue for EESI Loan Funds and be increasing the appropriations for Construction Contracts by \$2,976,123.



## AGENDA ACTION FORM

### Budget Adjustment Ordinance for General Project Fund in FY22

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

Action Form No.: AF-232-2021  
 Work Session: July 19, 2021  
 First Reading: July 20, 2021

Final Adoption: August 3, 2021  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The General Projects Fund is being amended by exchanging bond money from the IT-Tech Infra & back Office project (GP2005) with General Fund cash from the Sullivan Street Paving project (GP2113). IT expenses, such as computers, servers, and software have a shorter useful life than the desired 20 year bond repayment. Exchanging the bonded funds in the IT project with the cash funding in the recently created Sullivan Street project will allow for the IT department to catch up with some needed purchases.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jim*

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: *Jim*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND GENERAL PROJECT FUND  
BUDGET FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX  
THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the General Project Fund budget be amended by transferring \$262,894 from the IT Tech Infra & Back Office project (GP2005) to the Sullivan Street Paving project (GP2113) and by transferring \$262,894 from the Sullivan Street Paving project (GP2113) to the IT Tech Infra & Back Office project (GP2005).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Project Fund: 311</u></b>			
<b><u>IT-Tech Infra &amp; Back Office (GP2005)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	333,816	(241,213)	92,603
311-0000-368.21-01 Premium From Bond Sale	30,005	(21,681)	8,324
311-0000-391.01-00 From General Fund	0	262,894	262,894
<b>Totals:</b>	<b>363,821</b>	<b>0</b>	<b>363,821</b>
<b><u>Expenditures:</u></b>			
311-0000-601.20-57 Computer Repairs/Mainten	0	262,894	262,894
311-0000-601.40-41 Bond Sale Expense	3,821	0	3,821
311-0000-601.90-03 Improvements	273,200	(262,841)	10,359
311-0000-601.90-06 Purchases \$5,000 & Over	86,800	(53)	86,747
<b>Totals:</b>	<b>363,821</b>	<b>0</b>	<b>363,821</b>
<b><u>Sullivan Street Paving (GP2113)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	0	241,213	241,213
311-0000-368.21-01 Premium From Bond Sale	0	21,681	21,681
311-0000-391.01-00 From General Fund	500,000	(262,894)	237,106
<b>Totals:</b>	<b>500,000</b>	<b>0</b>	<b>500,000</b>
<b><u>Expenditures:</u></b>			
311-0000-601.90-03 Improvements	500,000	0	500,000
<b>Totals:</b>	<b>500,000</b>	<b>0</b>	<b>500,000</b>

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

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

ATTEST:

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 Code of Ordinances Chapter 98, Section 238

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

Action Form No.: AF-211-2021  
 Work Session: July 6, 2021  
 First Reading: July 6, 2021

**Final Adoption:** July 20, 2021  
**Staff Work By:** Phipps/Rowlett  
**Presentation By:** Chief Phipps

### Recommendation:

Approve the Ordinance

### Executive Summary:

Vehicle and pedestrian safety are of the utmost concern to any form of government, to include vehicle and pedestrian safety within defined city owned or controlled parking areas. It is also incumbent upon a city to establish ordinances pursuant to which the safety of its citizens can be positively affected. Vehicle accidents and near misses with pedestrians occur more frequently than desired or reported. This ordinance will allow the City Manager to specify uses, erect signage prohibiting particular uses or activities of city owned or controlled parking areas and designate hours of accessibility to the public of city owned parking facilities. Any uses not specified or that are otherwise prohibited will constitute a violation of this ordinance.

### Attachments:

1. Ordinance

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

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 98, ARTICLE IV, REGARDING AUTHORIZED USES OF CITY OWNED PARKING FACILITIES; FIXING THE PENALTY FOR A 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 Code of Ordinances, City of Kingsport Tennessee Article IV, Chapter 98 is hereby amended by adding Section 238 to read as follows:

- (a) City owned or controlled parking areas shall be limited to those uses specified by the city manager to include but not limited to temporary parking for motorcycle, car, light van, and light trucks.
- (b) The city manager shall have the authority to cause signage to be installed which may prohibit particular uses or activities from city owned or controlled parking areas.
- (c) The city manager shall have the authority to cause signage to be installed which designates those hours city owned or controlled parking facilities are accessible by the public.
- (d) Any uses not specified or that are otherwise prohibited as set forth herein shall constitute a violation of this section and the violator subject to a fine not to exceed \$50.00.

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

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

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_



## AGENDA ACTION FORM

### Appropriation of Funds from the Tennessee Arts Commission for the Partnership Support Annual Grant

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

Action Form No.: AF-215-2021  
 Work Session: July 6, 2021  
 First Reading: July 6, 2021

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

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

Appropriates \$13,000 from the Tennessee Arts Commission for the annual TN Creative Partnership Support Grant project (NC2117). The City of Kingsport is required to match this grant with \$7,000 of Cultural Arts operating expenses. Matching funds will be transferred from 110-4505-471-20.20. These funds help support art programs such as murals, sculpture walk, art classes, and Iron Pour. Application and reception of grant was approved January 12, 2021 (AF-13-2021).

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jmy*

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

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

ORDINANCE NO.

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

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

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from the Tennessee Arts Commission in the amount of \$13,000 and by transferring \$7,000 in matching funds from the General Fund (110-4505-471.20-20 to 110-4804-481.70-36) to the TAC Creative Partner Grant project (NC2117).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b><u>General Projects-Special Revenue Fund: 111</u></b>			
<b><u>TAC Creative Partner Grant (NC2117)</u></b>			
<b><u>Revenues:</u></b>	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	0	13,000	13,000
111-0000-391.01-00 From General Fund	0	7,000	7,000
<b><i>Totals:</i></b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>
<b><u>Expenditures:</u></b>	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	0	10,000	10,000
111-0000-601.90-06 Purchases \$5,000 & Over	0	10,000	10,000
<b><i>Totals:</i></b>	<b>0</b>	<b>20,000</b>	<b>20,000</b>
 <b><u>General Fund: 110</u></b>			
<b><u>Expenditures:</u></b>	\$	\$	\$
110-4505-471.20-20 Professional/Consultant	20,000	(7,000)	13,000
110-4804-481.70-35 To Gen Proj-Special Rev	560,980	7,000	567,980
<b><i>Totals:</i></b>	<b>580,980</b>	<b>0</b>	<b>580,980</b>

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

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

ATTEST:

\_\_\_\_\_  
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 Various Funds in FY21

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

Action Form No.: AF-209-2021  
 Work Session: July 6, 2021  
 First Reading: July 6, 2021

**Final Adoption:** July 20, 2021  
**Staff Work By:** John Morris  
**Presentation By:** C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

The General Fund budget is being amended by increasing various revenue accounts. The total amount adjusted is \$1,065,456. All Fund Balance is covered. \$185,342 to the Debt Service Fund to cover General Debt. \$500,000 to the General Project Fund to pave Sullivan Street. \$4,453 to cover any access expenses. \$150,000 returned from the General Projects-Special Revenue Fund to the Solid Waste Project Fund for Bulldozer Rental and \$250,000 to the Solid Waste Fund to cover expenses.

The State Street Aid Fund is being amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) and the Construction Contracts expense line (121-4024-461.20-22) by \$46,231.

The Regional Sales Tax Fund is being amended by increasing various revenue and expense accounts to adjust the Regional Sales Tax Fund budget. The total adjusted increase is \$357,223.

The Debt Service Fund is being amended by increasing various revenue and expense accounts to adjust the Debt Service Fund budget. The total adjusted increase is \$134,617.

The Solid Waste Fund is being amended by increasing various revenue and expense accounts to adjust the Solid Waste Fund budget and by appropriating \$150,000 to the Landfill New Cell Construction project (DL2000). The total adjusted increase is \$537,015.

Executive Summary Continued

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jim*

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: *Jim*

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

The Meadowview Conference Center Fund is being amended by increasing various revenue and expense accounts to adjust the Meadowview Conference Center Fund budget. The increase is due to an increase in the Regional Sales Tax subsidy. The total adjusted increase is \$201,549.

The General Projects-Special Revenue Fund budget is being decreased by \$811,140 by eliminating the budget for the TN CARES Act project (NC2024) and by closing the Bulldozer Rental project (NC2116) and returning the \$150,000 to the General Fund. It accepts \$11,911 from the TN Historical Commission to the Downtown Project project (NC1606) and \$562 from the US Department of Justice to the Bullet Proof Best Grant project (NC1904). It also transfers \$1,666 from the Downtown Project (NC1606), \$250 from the Heritage Trail project (NC1708), \$150 from the Mowing project (NC1709), \$2,813 from the Community Services Admin project (NC1812), \$376 from the Fifty Forward Grant project (NC1901), \$296 from the Fifty Forward Lynn View project (NC2016), and \$49,021 from the General Projects project (NC2100) to the Bullet Proof Vest Grant project (NC1904) in the amount of \$564, to the Street Resurfacing project (NC2000) in the amount of \$51,839, to the Creative Placemaking project (NC2010) in the amount of \$1,497, and to the Fifty Forward Senior Center project (NC2017) in the amount of \$672. Close NC1708, NC1709, NC1812, NC1901, NC1904, NC2000, NC2010, NC2016, NC2024, NC2116.

The General Projects Fund is being amended by transferring \$388 from the Rolling Hills Drive project (GP1721), \$2,686 from the KPT Enhancement project (GP1824), \$1,220 from the Parks Rec ADA project (GP1831), \$31,786 from the Kingsport Enhancement project (GP2016), and \$45,495 from the Aesthetic Improvements project (GP2017) to the Riverwalk project (GP2026) in the amount of \$314, to the Street Resurfacing project (GP1846) in the amount of \$20,295, to the Facilities Improvements project (GP1803) in the amount of \$9,329, to the Kingsport Enhancement project (GP1915) in the amount of \$43,350, to the Skate Park project (GP2105) in the amount of \$775, and to the Dement Hill Pump Track project (GP2107) in the amount of \$7,962. Close GP2026, GP1721, GP1803, GP1824, GP1831, GP1915, GP2016.

The Water Project Fund is being amended by transferring \$18,086 from the Wtr Trmt Plt Improvements project (WA1505), \$66,827 from the Tri County Tank Replacement project (WA1705), \$19,045 from the tank Rehabilitation project (WA2000), to the Fire Protect Age Upgrade project (WA1902) in the amount of \$382, and to the WTP High Service Pump project (WA2007) in the amount of \$103,576. Close WA1505, WA1705, WA1902, WA2000.

The Sewer Project Fund is being amended by transferring \$25,115 from the WWTP IMP project (SW1700), \$219 from the Kingsport South Sewer Ext project (SW1802), to the SW Pump St IMP O&M project (SW2100) in the amount of \$8,881, and to the Sewer Line Imp O&M project (SW2101) in the amount of \$16,453. Close SW1700, SW1802.

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. The total amount of the adjusted increase is \$939,795.

SECTION II. That the State Street Aid Fund be amended by increasing the Gasoline & Motor Fuel Tax revenue line (121-0000-332.60-00) and the Construction Contracts expense line (121-4024-461.20-22) by \$46,231.

SECTION III. That the Regional Sales Tax Fund be amended by increasing various revenue and expense accounts to adjust the Regional Sales Tax Fund budget. The total adjusted increase is \$357,223.

SECTION IV. That the Debt Service Fund be amended by increasing various revenue and expense accounts to adjust the Debt Service Fund budget. The total adjusted increase is \$134,617.

SECTION V. That the Solid Waste Fund be amended by increasing various revenue and expense accounts to adjust the Solid Waste Fund budget and by appropriating \$150,000 to the Landfill New Cell Construction project (DL2000). The total adjusted increase is \$537,015.

SECTION VI. That the Meadowview Conference Center Fund be amended by increasing various revenue and expense accounts to adjust the Meadowview Conference Center Fund budget. The total adjusted increase is \$201,549.

SECTION VII. That the General Projects-Special Revenue Fund budget be decreased by \$811,140 by eliminating the budget for the TN CARES Act project (NC2024) and by closing the Bulldozer Rental project (NC2116) and returning the \$150,000 to the General Fund, and be amended by accepting \$11,911 from the TN Historical Commission to the Downtown Project project (NC1606), and by accepting \$562 from the US Department of Justice to the Bullet Proof Best Grant project (NC1904), transferring \$1,666 from the Downtown Project (NC1606), \$250 from the Heritage Trail project (NC1708), \$150 from the Mowing project (NC1709), \$2,813 from the Community Services Admin project (NC1812), \$376 from the Fifty Forward Grant project (NC1901), \$296 from the Fifty Forward Lynn View project (NC2016), and \$49,021 from the General Projects project (NC2100) to the Bullet Proof Vest Grant project (NC1904) in the amount of \$564, to the Street Resurfacing project (NC2000) in the amount of \$51,839, to the Creative Placemaking project (NC2010) in the amount of \$1,497, and to the Fifty Forward Senior Center project (NC2017) in the amount of \$672. Close NC1708, NC1709, NC1812, NC1901, NC1904, NC2000, NC2010, NC2016, NC2024, NC2116.

SECTION VIII. That the General Projects Fund be amended by creating the Sullivan Street Paving project (GP2113) in the amount of \$500,000, by transferring \$388 from the Rolling Hills Drive project (GP1721), \$2,686 from the KPT Enhancement project (GP1824), \$1,220 from the Parks Rec ADA project (GP1831), \$8,657 from the AEP Sidewalk Improvement project (GP2015), \$13,630 from the Kingsport Enhancement project (GP2016), and \$55,444 from the Aesthetic Improvements project (GP2017) to the Riverwalk project (GP2026) in the amount of \$314, to the Street Resurfacing project (GP1846) in the amount of \$20,295, to the Facilities Improvements project (GP1803) in the amount of \$9,329, to the Kingsport Enhancement project (GP1915) in the amount of \$43,350, to the Skate Park project (GP2105) in the amount of \$775, and to the Dement Hill Pump Track project (GP2107) in the amount of \$7,962. Close GP2026, GP1721, GP1803, GP1824, GP1831, GP1915, GP2016, GP2017.

SECTION IX. That the Water Project Fund be amended by transferring \$18,086 from the Wtr Trmt Plt Improvements project (WA1505), \$66,826 from the Tri County Tank Replacement project (WA1705), \$19,045 from the tank Rehabilitation project (WA2000), to the Fire Protect Age Upgrade project (WA1902) in the amount of \$382, and to the WTP High Service Pump project (WA2007) in the amount of \$103,576. Close WA1505, WA1705, WA2000.

SECTION X. That the Sewer Project Fund be amended by transferring \$25,115 from the WWTP IMP project (SW1700), \$219 from the Kingsport South Sewer Ext project (SW1802), to the SW Pump St IMP O&M project (SW2100) in the amount of \$8,881, and to the Sewer Line Imp O&M project (SW2101) in the amount of \$16,453. Close SW1700, SW1802.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>General Fund: 110</b>			
<b><u>Revenues:</u></b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
110-0000-311.10-10 Commercial	11,430,249	50,160	11,480,409
110-0000-311.10-15 Industrial	2,850,129	1,220	2,851,349
110-0000-311.10-20 Farm	106,026	366	106,392
110-0000-311.10-25 Agriculture	54,796	237	55,033
110-0000-311.10-30 Residential	14,465,000	28,781	14,493,781
110-0000-311.10-40 Forestry	14,887	0	14,887
110-0000-311.20-10 Tan Commercial	7,785,000	3,864	7,788,864
110-0000-311.30-00 Public Utilities-SA	1,260,000	14,757	1,274,757
110-0000-311.40-00 Prior Years	825,000	67,671	892,671
110-0000-311.90-00 Demo/Improvement	0	3,512	3,512
110-0000-312.10-00 KHRA-PILOT	12,000	(12,000)	0
110-0000-312.60-00 KEDB-PILOT	1,512,154	0	1,512,154
110-0000-312.90-00 Other-PILOT	26,000	(3,333)	22,667
110-0000-314.10-00 Wholesale Beer Tax	1,140,000	127,214	1,267,214
110-0000-314.20-00 Wholesale Liquor Tax	600,000	62,098	662,098
110-0000-314.30-00 Beer Privilege Tax	14,766	2,428	17,194
110-0000-314.31-00 Beer Permit Applications	3,500	770	4,270
110-0000-315.10-00 Gross Receipts Tax	1,600,000	591,104	2,191,104
110-0000-315.30-00 New License Fee	4,500	1,215	5,715
110-0000-315.40-00 Minimal Activity License	1,000	125	1,125
110-0000-315.50-00 Transient Vendor License	50	0	50

110-0000-316.10-00	Cable TV Franchise	778,000	(7,531)	770,469
110-0000-316.15-00	AEP Franchise	3,850,000	166,282	4,016,282
110-0000-316.20-00	Motel-Room Occupancy Tax	775,000	102,645	877,645
110-0000-317.10-00	Property Tax P&I	250,000	72,761	322,761
110-0000-317.12-00	Publicity & Postage	7,000	2,829	9,829
110-0000-321.10-00	Contractor Licenses	14,000	7,020	21,020
110-0000-322.10-00	Building Permits	248,500	12,082	260,582
110-0000-322.20-00	Electrical Permits	38,500	3,883	42,383
110-0000-322.30-00	Natural Gas Permits	37,500	4,248	41,748
110-0000-322.40-00	Plumbing Permits	16,500	2,275	18,775
110-0000-332.05-00	Hall Income Tax	150,000	0	150,000
110-0000-332.10-00	Sales Tax	4,800,000	464,841	5,264,841
110-0000-332.12-00	Telecommunication Sale Tx	80,000	6,193	86,193
110-0000-332.13-00	Telecom Privilege	3,000	(542)	2,458
110-0000-332.14-00	Fantasy Sports Privilege	0	18,946	18,946
110-0000-332.15-00	Beer Tax	23,000	1,274	24,274
110-0000-332.20-00	Mix Drink Tax	190,000	30,852	220,852
110-0000-332.25-00	Street & Transport	101,794	0	101,794
110-0000-332.35-00	Supplement Fireman Salary	80,000	14,400	94,400
110-0000-332.40-00	Supplement Police Salary	82,400	0	82,400
110-0000-332.45-00	In-Lieu intangible Per PR	60,000	103,885	163,885
110-0000-332.50-00	TVA In-Leau of Tax	586,091	0	586,091
110-0000-332.52-00	TVA Impact Payment	179,865	0	179,865
110-0000-332.57-00	Direct Appropriation	1,223,374	0	1,223,374
110-0000-332.58-00	Coronavirus Relief Funds	811,140	0	811,140
110-0000-332.71-00	FTDD Area Agency on Aging	32,000	30,966	62,966
110-0000-333.05-00	Sales Tax-Hawkins	1,000,000	214,805	1,214,805
110-0000-333.10-00	Sales Tax-Sullivan	17,400,000	563,437	17,963,437
110-0000-333.15-00	Cont Bays Mtn Park	15,000	9,500	24,500
110-0000-333.20-00	Cont Fire Service	187,225	(1,245)	185,980
110-0000-333.35-00	Admin-Building	100,000	0	100,000
110-0000-337.12-28	HIDTA	5,000	6,434	11,434
110-0000-341.10-14	Athletic Uniform Fee	75	0	75
110-0000-341.10-20	Allandale Rental	45,000	12,209	57,209
110-0000-341.10-50	Auditorium Receipts	25,000	7,540	32,540
110-0000-341.10-59	FunFest Softball Tourn.	1,530	435	1,965
110-0000-341.10-60	Concession Receipts	105,000	93,152	198,152
110-0000-341.10-61	Athletic Facility Rentals	28,000	4,900	32,900
110-0000-341.10-62	Athletic Programs	37,000	14,193	51,193
110-0000-341.10-63	Cultural Arts Prog	4,935	0	4,935
110-0000-341.10-64	Renaissance Set Up	3,500	363	3,863
110-0000-341.10-70	Renaissance	35,000	3,488	38,488
110-0000-341.10-80	Community Ctr Rent	15,500	10,764	26,264
110-0000-341.10-81	VO Dobbins Rent	181,600	313	181,913
110-0000-341.10-85	Comm Prog Events	3,500	36,158	39,658

110-0000-341.10-86	Lynn View Com Ctr	900	418	1,318
110-0000-341.10-88	Farmer's Market Building	4,300	8,535	12,835
110-0000-341.10-90	Other Rec Receipts	145	143	288
110-0000-341.10-95	Dog Park Fees	3,300	783	4,083
110-0000-341.10-96	Carousel Tickets	15,000	7,273	22,273
110-0000-341.10-97	Carousel Rentals	8,000	(80)	7,920
110-0000-341.20-10	Senior Center Dues	10,000	(4,109)	5,891
110-0000-341.20-20	Sr. Cen Trans Fees	0	944	944
110-0000-341.26-10	Ad. Ed. Class Fees	0	440	440
110-0000-341.30-10	BMP Entrance Fees	75,000	6,832	81,832
110-0000-341.30-15	BMP School Program Fees	270	1,399	1,669
110-0000-341.30-40	BMP Barge Rides	7,400	3,365	10,765
110-0000-341.30-50	BMP Nature Show Fees	1,000	402	1,402
110-0000-341.30-60	BMP Mountain Bike Fees	250	(85)	165
110-0000-341.30-70	BMP Ropes Course Fees	0	2,035	2,035
110-0000-341.30-90	BMP Primitive Camping Fees	150	0	150
110-0000-341.30-95	Facility Rental Fees	1,800	70	1,870
110-0000-341.60-87	FM Merchandise	0	796	796
110-0000-341.60-89	FM Booth Fees	9,500	1,386	10,886
110-0000-342.40-00	Sexual Offenders	6,000	2,800	8,800
110-0000-342.72-00	Driver's School	17,500	3,750	21,250
110-0000-342.73-00	Child Restraint Class	225	100	325
110-0000-342.85-20	Food Truck Inspection	500	1,000	1,500
110-0000-342.85-22	Food Truck Renewal	400	650	1,050
110-0000-342.85-25	Food Truck 3 Day Permit	200	(25)	175
110-0000-348.10-00	Business License Rec Fee	7	0	7
110-0000-348.21-00	Commercial Plans Review	5,000	700	5,700
110-0000-348.40-00	E-911 Charges	296,501	0	296,501
110-0000-348.40-10	E-911 Supplemental Pay	16,000	0	16,000
110-0000-348.68-00	Contracted Maint-State Rd	250,000	0	250,000
110-0000-348.80-00	Engineering Fees	500,000	(264,542)	235,458
110-0000-351.10-00	Sessions Court Fines	35,000	11,560	46,560
110-0000-351.20-00	Circuit Court Fines	10,000	571	10,571
110-0000-351.30-00	Police Court Fines	65,000	17,453	82,453
110-0000-351.30-65	Red Light Camera Fines	360,000	59,998	419,998
110-0000-351.31-00	Local Court Costs	96,000	14,718	110,718
110-0000-351.31-66	Red Light Court Costs	19,000	7,835	26,835
110-0000-351.32-00	Local Litigation Fee	4,700	126	4,826
110-0000-351.60-00	Drug Fines	18,500	(2,162)	16,338
110-0000-361.10-00	Earnings On Investments	20,000	10,338	30,338
110-0000-364.20-00	From Corporations	100,000	0	100,000
110-0000-364.20-10	KPT Lifesaving Crew	75,000	0	75,000
110-0000-364.30-00	From Non-Profits	125,000	(50,000)	75,000
110-0000-368.05-00	Land Sales	10,610	0	10,610
110-0000-368.15-00	Rental of Land & Building	28,860	3,000	31,860



110-0000-368.30-00	Return Check Charge	900	30	930
110-0000-368.30-67	Red Light Cam Fines	120	30	150
110-0000-368.32-00	Vending Machine Revenue	2,500	(263)	2,237
110-0000-368.55-20	Police Copies	50	(24)	26
110-0000-368.77-00	Convenience Fee	3,200	1,657	4,857
110-0000-368.79-00	Tax Processing Fee	9,600	766	10,366
110-0000-368.99-00	Miscellaneous	150,000	(33,183)	116,817
110-0000-391.21-00	From School Fund	180,000	0	180,000
110-0000-392.10-00	Fund Balance Appropriations	1,831,579	(1,831,579)	0
110-0000-393.37-04	AC-Admin Fee	45,400	0	45,400
110-0000-393.42-04	Sewer-Admin Fee	595,400	0	595,400
110-0000-393.42-60	Sewer PILOT	838,000	0	838,000
110-0000-393.45-04	Water Admin Fee	968,000	0	968,000
110-0000-393.45-60	Water PILOT	653,000	0	653,000
110-0000-393.89-04	ST WA-Admin Fee	84,600	0	84,600
<b>Totals:</b>		<b>84,874,953</b>	<b>939,795</b>	<b>85,814,748</b>

**Expenditures:**

		\$	\$	\$
110-4804-481.70-22	To Solid Waste Fund	1,768,000	400,000	2,168,000
110-4804-481.70-29	To Debt Service Fund	9,238,000	185,342	9,423,342
110-4804-481.70-35	To Gen Proj-Special Rev	1,041,380	(150,000)	891,380
110-4804-481.70-36	To General Project Fund	5,548,431	500,000	6,048,431
110-4890-901.60-01	Future Appropriations	16,300	4,453	20,753
<b>Totals:</b>		<b>17,612,111</b>	<b>939,795</b>	<b>18,551,906</b>

**Account Number/Description:**

**State Street Aid Fund: 121**

**Revenues:**

		\$	\$	\$
121-0000-332.60-00	Gasoline & Motor Fuel Tax	1,770,000	46,231	1,816,231
121-0000-391.01-00	From General Fund	778,200	0	778,200
<b>Totals:</b>		<b>2,548,200</b>	<b>46,231</b>	<b>2,594,431</b>

**Expenditures:**

		\$	\$	\$
121-4024-461.20-22	Construction Contracts	200,000	46,231	246,231
<b>Totals:</b>		<b>200,000</b>	<b>46,231</b>	<b>246,231</b>

**Account Number/Description:****Regional Sales Tax Fund: 130****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
130-0000-313.11-00 Conference Center	3,675,300	356,894	4,032,194
130-0000-361.10-00 Earnings on Investments	0	329	329
<b><i>Totals:</i></b>	<b>3,675,300</b>	<b>357,223</b>	<b>4,032,523</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
130-4804-481.70-26 To Meadowview Fund	1,898,500	357,223	2,255,723
130-4804-481.70-27 To Cattails @ Meadowview	176,800	0	176,800
130-4804-481.70-39 To Aquatic Center Fund	1,600,000	0	1,600,000
<b><i>Totals:</i></b>	<b>3,675,300</b>	<b>357,223</b>	<b>4,032,523</b>

**Account Number/Description:****Debt Service Fund: 211****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
211-0000-361.10-00 Earnings on Investments	100,000	56,067	156,067
211-0000-361.10-06 QZAB Investment Credit	69,800	58,376	128,176
211-0000-361.22-05 INT LGIP Gen Obl	0	2,510	2,510
211-0000-391.01-00 From General Fund	9,238,000	185,342	9,423,342
211-0000-391.21-00 From School Fund	3,584,100	0	3,584,100
211-0000-391.36-00 From General Project Fund	0	1,372	1,372
211-0000-392.01-00 From Fund Balance	169,050	(169,050)	0
<b><i>Totals:</i></b>	<b>13,160,950</b>	<b>134,617</b>	<b>13,295,567</b>

**Expenditures:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
211-4805-481.20-20 Professional/Consultant	26,050	80,143	106,193
211-4805-481.40-06 Bond Principal-General	6,155,100	54,474	6,209,574
211-4805-481.40-07 Bond Principal-School	2,737,600	0	2,737,600
211-4805-481.40-08 Bond Interest-General	3,382,800	0	3,382,800
211-4805-481.40-09 Bond Interest-Schools	846,500	0	846,500
211-4805-481.40-12 Bank Service Charges	12,900	0	12,900
<b><i>Totals:</i></b>	<b>13,160,950</b>	<b>134,617</b>	<b>13,295,567</b>

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

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
415-0000-343.10-10 Inside Res 1 Cart	1,720,000	(3,598)	1,716,402
415-0000-343.10-11 Inside Res Ad Cart	80,000	972	80,972
415-0000-343.10-20 Outside Resident 1 Cart	340,000	16,224	356,224
415-0000-343.10-21 Outside Resident Ad Cart	16,000	4,823	20,823
415-0000-343.10-30 Commercial Cart Pickup	120,000	7,752	127,752
415-0000-343.10-50 Mobile Home Park	54,000	1,754	55,754
415-0000-343.10-75 Dumpster Pickup	150,000	23,880	173,880
415-0000-343.11-00 Construction Waste	17,500	2,068	19,568
415-0000-343.12-00 Mt Carmel Collection	163,125	0	163,125
415-0000-343.15-00 Special Pickup Fee	8,000	1,300	9,300
415-0000-343.20-00 Tire Disposal Charges	4,500	1,567	6,067
415-0000-343.25-00 Compost Sales	500	(500)	0
415-0000-343.26-00 Hay Sales	100	(100)	0
415-0000-343.40-00 Back-Door Collection	22,000	74	22,074
415-0000-343.60-00 Landfill Tipping Fee	400,000	73,732	473,732
415-0000-343.65-10 Roll Off Dumpsters	37,200	6,360	43,560
415-0000-343.65-20 Tipping Fees	14,400	(1,269)	13,131
415-0000-343.70-00 Garbage Cart Fee	3,300	1,800	5,100
415-0000-361.10-00 Earnings On Investments	3,500	177	3,677
415-0000-361.22-00 Int LGIP	40	(1)	39
415-0000-391.01-00 From General Fund	1,768,000	400,000	2,168,000
<b><i>Totals:</i></b>	<b>4,922,165</b>	<b>537,015</b>	<b>5,459,180</b>

**Expenditures:**

415-4027-462.20-56 Repair & Maintenance-Veh	192,000	330,000	522,000
415-4027-462.40-26 Fleet Vehicle Rental Fee	75,000	57,015	132,015
415-6001-601.70-55 To Solid Waste Proj Fund	0	150,000	150,000
<b><i>Totals:</i></b>	<b>267,000</b>	<b>537,015</b>	<b>804,015</b>

**Account Number/Description:****Meadowview Conference Center Fund: 420****Revenues:**

	<b><u>Budget</u></b>	<b><u>Incr/&lt;Decr&gt;</u></b>	<b><u>New Budget</u></b>
	\$	\$	\$
420-0000-361.10-00 Earnings on Investments	0	143	143
420-0000-361.22-01 FF&E Sinking Fund	0	824	824
420-0000-361.22-05 INT LGIP Gen Obl	0	351	351
420-0000-361.22-06 Lost Rev & Tax Bonds	0	1	1
420-0000-375.60-01 Furn/Fixtures & Equip Fees	140,000	(140,000)	0
420-0000-375.60-02 Room Surcharge	100,000	(16,993)	83,007
420-0000-391.01-00 From General Fund	40,000	0	40,000
420-0000-391.25-00 From Regional Sales Tax	1,898,500	357,223	2,255,723
<b>Totals:</b>	<b>2,178,500</b>	<b>201,549</b>	<b>2,380,049</b>

**Expenditures:**

	\$	\$	\$
420-5001-501.20-21 Accounting And Auditing	5,100	120	5,220
420-5001-501.20-54 Machinery/Equipment Rental	23,800	(8,000)	15,800
420-5001-501.40-83 Base Management Fee	154,700	2,656	157,356
420-5001-501.40-84 Taxes And Permits	200	0	200
420-5001-501.40-85 Trademark Renewal	3,000	(3,000)	0
420-5001-501.50-10 Buildings	29,400	19,586	48,986
420-5001-501.80-39 Meadowview Conference Ctr	417,900	265,589	683,489
420-5006-501.40-10 Bond Principal	992,100	(12)	992,088
420-5010-501.40-11 Bond Interest	436,400	24	436,424
420-5010-501.40-12 Bank Service Charges	900	(414)	486
420-5010-501.40-46 Furn/Fixtures & Equip Fees	75,000	(75,000)	0
420-6996-696.76-04 Meadowview Project Fund	40,000	0	40,000
<b>Totals:</b>	<b>2,178,500</b>	<b>201,549</b>	<b>2,380,049</b>

**Account Number/Description:****General Projects-Special Rev Fund: 111****TNCARES Act (NC2024)****Revenues:**

	\$	\$	\$
111-0000-337.19-00 Coronavirus Relief Fund	811,140	(811,140)	0
<b>Totals:</b>	<b>811,140</b>	<b>(811,140)</b>	<b>0</b>

**Expenditures:**

	\$	\$	\$
111-4810-481.20-68 Covid-19	500,000	(500,000)	0
111-4810-481.30-68 Covid-19	200,000	(200,000)	0
111-4810-481.40-68 Covid-19	111,140	(111,140)	0
<b>Totals:</b>	<b>811,140</b>	<b>(811,140)</b>	<b>0</b>

**Bulldozer Rental (NC2116)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	150,000	(150,000)	0
<b>Totals:</b>	<b>150,000</b>	<b>(150,000)</b>	<b>0</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-54 Machinery/Equipment Rental	150,000	(150,000)	0
<b>Totals:</b>	<b>150,000</b>	<b>(150,000)</b>	<b>0</b>

**Downtown Project (NC1606)****Revenues:**

	\$	\$	\$
111-0000-332.02-10 TN Historical Commission	0	11,911	11,911
111-0000-391.01-00 From General Fund	143,108	(1,666)	141,442
<b>Totals:</b>	<b>143,108</b>	<b>10,245</b>	<b>153,353</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	143,108	10,245	153,353
<b>Totals:</b>	<b>143,108</b>	<b>10,245</b>	<b>153,353</b>

**Heritage Trail (NC1708)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	1,970	(250)	1,720
<b>Totals:</b>	<b>1,970</b>	<b>(250)</b>	<b>1,720</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-11 Printing and Binding	220	(45)	175
111-0000-601.30-20 Operating Supplies & Tools	1,750	(205)	1,545
<b>Totals:</b>	<b>1,970</b>	<b>(250)</b>	<b>1,720</b>

**Mowing (NC1709)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	23,925	(150)	23,775
<b>Totals:</b>	<b>23,925</b>	<b>(150)</b>	<b>23,775</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	23,925	(150)	23,775
<b>Totals:</b>	<b>23,925</b>	<b>(150)</b>	<b>23,775</b>

**Community Services Admin (NC1812)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	28,570	(2,813)	25,757
<b>Totals:</b>	<b>28,570</b>	<b>(2,813)</b>	<b>25,757</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-10 Advertising & Publication	12,900	(11,400)	1,500
111-0000-601.20-11 Printing & Binding	3,000	(3,000)	0
111-0000-601.20-40 Travel Expense	7,000	(7,000)	0
111-0000-601.20-55 Repairs & Maintenance	0	19,509	19,509
111-0000-601.30-20 Operating Supplies & Tools	5,670	(922)	4,748
<b>Totals:</b>	<b>28,570</b>	<b>(2,813)</b>	<b>25,757</b>

**Fifty Forward Grant (NC1901)****Revenues:**

	\$	\$	\$
111-0000-332.48-10 Fifty Forward	50,000	(376)	49,624
<b>Totals:</b>	<b>50,000</b>	<b>(376)</b>	<b>49,624</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional Consultant	24,000	0	24,000
111-0000-601.20-40 Travel	5,500	(476)	5,024
111-0000-601.20-41 Registration	1,500	100	1,600
111-0000-601.30-20 Operating Supplies & Tools	19,000	0	19,000
<b>Totals:</b>	<b>50,000</b>	<b>(376)</b>	<b>49,624</b>

**Fifty Forward Lynn View (NC2016)****Revenues:**

	\$	\$	\$
111-0000-332.48-10 Fifty Forward	50,000	(296)	49,704
<b>Totals:</b>	<b>50,000</b>	<b>(296)</b>	<b>49,704</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	20,000	0	20,000
111-0000-601.30-20 Operating Supplies & Tool	30,000	(296)	29,704
<b>Totals:</b>	<b>50,000</b>	<b>(296)</b>	<b>49,704</b>

**General Projects (NC2100)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	266,228	(49,021)	217,207
<b>Totals:</b>	<b>266,228</b>	<b>(49,021)</b>	<b>217,207</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	0	2,923	2,923
111-0000-601.90-03 Improvements	266,228	(51,944)	214,284
<b>Totals:</b>	<b>266,228</b>	<b>(49,021)</b>	<b>217,207</b>

**Bullet Proof Vest Project (NC1904)****Revenues:**

	\$	\$	\$
111-0000-331.38-00 U.S. Dept. of Justice	9,720	562	10,282
111-0000-391.01-00 From General Fund	9,720	564	10,284
<b>Totals:</b>	<b>19,440</b>	<b>1,126</b>	<b>20,566</b>

**Expenditures:**

111-3020-442.30-20 Operating Supplies & Tools	19,440	1,126	20,566
<b>Totals:</b>	<b>19,440</b>	<b>1,126</b>	<b>20,566</b>

**Street Resurfacing (NC2000)****Revenues:**

	\$	\$	\$
111-0000-391.01-00 From General Fund	1,838,200	51,839	1,890,039
<b>Totals:</b>	<b>1,838,200</b>	<b>51,839</b>	<b>1,890,039</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-22 Construction Contracts	1,778,400	46,054	1,824,454
111-0000-601.20-23 Arch/Eng/Landscaping Serv	59,800	(1)	59,799
111-0000-601.30-20 Operating Supplies & Tool	0	5,786	5,786
<b>Totals:</b>	<b>1,838,200</b>	<b>51,839</b>	<b>1,890,039</b>

**Creative Placemaking (NC2010)****Revenues:**

	\$	\$	\$
111-0000-332.32-00 TN Arts Commission	5,035	0	5,035
111-0000-364.30-00 From Non-Profit Groups	1,259	0	1,259
111-0000-391.01-00 From General Fund	95	1,497	1,592
<b>Totals:</b>	<b>6,389</b>	<b>1,497</b>	<b>7,886</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	2,978	0	2,978
111-0000-601.30-10 Office Supplies	436	(436)	0
111-0000-601.30-20 Operating Supplies & Tool	2,975	1,933	4,908
<b>Totals:</b>	<b>6,389</b>	<b>1,497</b>	<b>7,886</b>

**Fifty Forward Senior Cntr (NC2017)****Revenues:**

	\$	\$	\$
111-0000-332.48-10 Fifty Forward	50,000	672	50,672
<b>Totals:</b>	<b>50,000</b>	<b>672</b>	<b>50,672</b>

**Expenditures:**

	\$	\$	\$
111-0000-601.20-20 Professional/Consultant	18,421	0	18,421
111-0000-601.20-40 Travel Expense	150	0	150
111-0000-601.20-41 Registration Fees/Tuition	1,500	0	1,500
111-0000-601.30-20 Operating Supplies & Tool	29,929	672	30,601
<b>Totals:</b>	<b>50,000</b>	<b>672</b>	<b>50,672</b>



**Account Number/Description:****General Project Fund: 311****Sullivan Street Paving (GP2113)****Revenues:**

311-0000-391.01-00 From General Fund

***Totals:*****Expenditures:**

311-0000-601.90-03 Improvements

***Totals:*****Budget****Incr/<Decr>****New Budget**

\$	\$	\$
0	500,000	500,000
<b>0</b>	<b>500,000</b>	<b>500,000</b>

**Rolling Hills Drive (GP1721)****Revenues:**

311-0000-368.10-54 Series 2016 GO (Nov 4)

311-0000-368.21-01 Premium From Bond Sale

***Totals:*****Expenditures:**

311-0000-601.40-41 Bond Sale Expense

311-0000-601.90-03 Improvements

***Totals:***

\$	\$	\$
111,878	(388)	111,490
8,122	0	8,122
<b>120,000</b>	<b>(388)</b>	<b>119,612</b>

**KPT Enhancement Project (GP1824)****Revenues:**

311-0000-391.01-00 From General Fund

***Totals:*****Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping Serv

311-0000-601.90-03 Improvements

***Totals:***

\$	\$	\$
300,000	(2,686)	297,314
<b>300,000</b>	<b>(2,686)</b>	<b>297,314</b>

40,000	(387)	39,613
260,000	(2,299)	257,701
<b>300,000</b>	<b>(2,686)</b>	<b>297,314</b>

**Parks & Rec ADA Analysis (GP1831)****Revenues:**

311-0000-368.10-54 Series 2016 GO (Nov 4)

***Totals:*****Expenditures:**

311-0000-601.20-23 Arch/Eng/Landscaping

***Totals:***

\$	\$	\$
30,000	(1,220)	28,780
<b>30,000</b>	<b>(1,220)</b>	<b>28,780</b>

30,000	(1,220)	28,780
<b>30,000</b>	<b>(1,220)</b>	<b>28,780</b>

**AEP Sidewalk Improvements (GP2015)****Revenues:**

	\$	\$	\$
311-0000-364.20-00 From Corporations	54,614	0	54,614
311-0000-368.10-66 Series 2019 GO Improvment	30,382	0	30,382
311-0000-368.21-01 Premium From Bond Sale	2,382	0	2,382
311-0000-391.01-00 From General Fund	507,236	(8,657)	498,579
<b>Totals:</b>	<b>594,614</b>	<b>(8,657)</b>	<b>585,957</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	243,634	(8,657)	234,977
311-0000-601.90-06 Purchases \$5,000 & Over	350,980	0	350,980
<b>Totals:</b>	<b>594,614</b>	<b>(8,657)</b>	<b>585,957</b>

**Kingsport Enhancement (GP2016)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	125,739	0	125,739
311-0000-368.21-01 Premium From Bond Sale	9,858	0	9,858
311-0000-391.01-00 From General Fund	114,403	(13,630)	82,617
<b>Totals:</b>	<b>250,000</b>	<b>(13,630)</b>	<b>218,214</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	50,000	(1,544)	48,456
311-0000-601.90-06 Purchases \$5,000 & Over	200,000	(12,086)	169,758
<b>Totals:</b>	<b>250,000</b>	<b>(13,630)</b>	<b>218,214</b>

**Aesthetic Improvements (GP2017)****Revenues:**

	\$	\$	\$
311-0000-368.99-00 Miscellaneous	17,651	0	17,651
311-0000-391.01-00 From General Fund	313,750	(55,444)	258,306
<b>Totals:</b>	<b>331,401</b>	<b>(55,444)</b>	<b>275,957</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.90-03 Improvements	331,401	(55,444)	275,957
<b>Totals:</b>	<b>331,401</b>	<b>(55,444)</b>	<b>275,957</b>

**Riverwalk (GP2026)****Revenues:**

	\$	\$	\$
311-0000-368.10-66 Series 2019 GO Improvment	51,038	0	51,038
311-0000-368.21-01 Premium From Bond Sale	4,001	0	4,001
311-0000-391.01-00 From General Fund	0	314	314
<b>Totals:</b>	<b>55,039</b>	<b>314</b>	<b>55,353</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-22 Construction Contracts	55,039	314	55,353
<b>Totals:</b>	<b>55,039</b>	<b>314</b>	<b>55,353</b>

**Street Resurfacing (GP1846)****Revenues:**

	\$	\$	\$
311-0000-368.10-41 Series 2012 C GP PUB IMP	6,032	0	6,032
311-0000-368.10-51 Series 2015 A (OCT) GO PI	23,102	0	23,102
311-0000-368.10-54 Series 2016 GO (NOV 4)	300,000	1,608	301,608
311-0000-368.10-55 Series 2017 A GO Bonds	2,985,000	0	2,985,000
311-0000-368.10-66 Series 2019 GO Improvement	92,727	0	92,727
311-0000-368.21-01 Premium From Bond Sale	8,335	0	8,335
311-0000-391.01-00 From General Fund	0	18,687	18,687
<b>Totals:</b>	<b>3,415,196</b>	<b>20,295</b>	<b>3,435,491</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	186,145	(1)	186,144
311-0000-601.40-41 Bond Sale Expense	1,062	0	1,062
311-0000-601.90-03 Improvements	3,227,989	20,296	3,248,285
<b>Totals:</b>	<b>3,415,196</b>	<b>20,295</b>	<b>3,435,491</b>

**Facilities Improvement (GP1803)****Revenues:**

	\$	\$	\$
311-0000-368.10-55 Series 2017 A GO Bonds	634,141	0	634,141
311-0000-368.21-01 Premium from Bond Sale	28,982	0	28,982
311-0000-391.01-00 From General Fund	7,609	9,329	16,938
<b>Totals:</b>	<b>670,732</b>	<b>9,329</b>	<b>680,061</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.40-41 Bond Sale Expense	8,623	0	8,623
311-0000-601.90-03 Improvements	662,109	9,329	671,438
<b>Totals:</b>	<b>670,732</b>	<b>9,329</b>	<b>680,061</b>

**Kingsport Enhancement (GP1915)****Revenues:**

	\$	\$	\$
311-0000-391.01-00 From General Fund	303,600	43,350	346,950
<b>Totals:</b>	<b>303,600</b>	<b>43,350</b>	<b>346,950</b>

**Expenditures:**

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	40,000	(7)	39,993
311-0000-601.90-03 Improvements	263,600	43,357	306,957
<b>Totals:</b>	<b>303,600</b>	<b>43,350</b>	<b>346,950</b>

**Skate Park (GP2105)****Revenues:**

311-0000-391.01-00 From General Fund

\$	\$	\$
2,184,514	775	2,185,289
<b>2,184,514</b>	<b>775</b>	<b>2,185,289</b>

**Totals:****Expenditures:**

311-0000-601.90-03 Improvements

\$	\$	\$
2,184,514	775	2,185,289
<b>2,184,514</b>	<b>775</b>	<b>2,185,289</b>

**Totals:****Cement Hill (GP2107)****Revenues:**

311-0000-391.01-00 From General Fund

\$	\$	\$
50,000	7,962	57,962
<b>50,000</b>	<b>7,962</b>	<b>57,962</b>

**Totals:****Expenditures:**

311-0000-601.90-03 Improvements

\$	\$	\$
50,000	7,962	57,962
<b>50,000</b>	<b>7,962</b>	<b>57,962</b>

**Totals:****Account Number/Description:****Solid Waste Project Fund: 455****Landfill New Cell Construction (DL2000)****Revenues:**

455-0000-391.05-30 2014 A GO Bonds

455-0000-391.13-00 From Solidwaste Mgmt Fund

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$	\$	\$
484,264	0	484,264
615,736	150,000	765,736
<b>1,100,000</b>	<b>150,000</b>	<b>1,250,000</b>

**Totals:****Expenditures:**

455-0000-601.20-23 Arch/Eng/Landscaping Serv

455-0000-601.90-01 Land

455-0000-601.90-03 Improvements

\$	\$	\$
100,000	186,660	286,660
800,000	(800,000)	0
200,000	763,340	963,340
<b>1,100,000</b>	<b>150,000</b>	<b>1,250,000</b>

**Totals:****Account Number/Description:****Water Project Fund: 451****WTP Improvements (WA1505)****Revenues:**

451-0000-391.05-31 2014 B GO Bonds

451-0000-391.05-48 GO Bonds Series 2018 B

<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
\$	\$	\$
273,436	0	273,436
198,625	(18,086)	180,539
<b>472,061</b>	<b>(18,086)</b>	<b>453,975</b>

**Totals:****Expenditures:**

451-0000-605.20-23 Arch/Eng/Landscaping Serv

451-0000-605.90-03 Improvements

\$	\$	\$
180,037	(26)	180,011
292,024	(18,060)	273,964
<b>472,061</b>	<b>(18,086)</b>	<b>453,975</b>

**Totals:**

**Tri County Tank Replacement (WA1705)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	70,000	0	70,000
451-0000-391.05-45 Series 2016 GO (Nov 4)	592,000	(66,827)	525,173
<b><i>Totals:</i></b>	<b>662,000</b>	<b>(66,827)</b>	<b>595,173</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	49,827	(80)	49,747
451-0000-605.90-03 Improvements	612,173	(66,747)	545,426
<b><i>Totals:</i></b>	<b>662,000</b>	<b>(66,827)</b>	<b>595,173</b>

**Tank Rehabilitation (WA2000)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-45 Series 2016 GO (Nov 4)	8,000	0	8,000
451-0000-391.05-48 GO Bonds Series 2018 B	222,000	0	222,000
451-0000-391.05-56 Series 2019 GO Improvment	497,160	(19,045)	478,115
<b><i>Totals:</i></b>	<b>727,160</b>	<b>(19,045)</b>	<b>708,115</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-22 Construction Contracts	727,160	(19,045)	708,115
<b><i>Totals:</i></b>	<b>727,160</b>	<b>(19,045)</b>	<b>708,115</b>

**Fire Protection Upgrades (WA1902)**

<b><u>Revenues:</u></b>	\$	\$	\$
451-0000-391.05-47 Series 2017 B GO Bonds	175,102	0	175,102
451-0000-391.05-48 GO Bonds Series 2018 B	1,590,400	382	1,590,782
<b><i>Totals:</i></b>	<b>1,765,502</b>	<b>382</b>	<b>1,765,884</b>

<b><u>Expenditures:</u></b>	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	219,670	(162)	219,508
451-0000-605.90-01 Land	6,796	544	7,340
451-0000-605.90-03 Improvements	1,539,036	0	1,539,036
<b><i>Totals:</i></b>	<b>1,765,502</b>	<b>382</b>	<b>1,765,884</b>

**WTP High Service Improvements (WA2007)****Revenues:**

	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	310,000	0	310,000
451-0000-391.05-45 Series 2016 GO (Nov 4)	0	66,827	66,827
451-0000-391.05-48 GO Bonds Series 2018 B	125,000	17,704	142,704
451-0000-391.05-56 Series 2019 GO Improve	302,834	19,045	321,879
<b>Totals:</b>	<b>737,834</b>	<b>103,576</b>	<b>841,410</b>

**Expenditures:**

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	734,151	103,576	837,727
451-0000-605.90-03 Improvements	3,683	0	3,683
<b>Totals:</b>	<b>737,834</b>	<b>103,576</b>	<b>841,410</b>

**Fund 452: Sewer Project Fund****WWTP Improvements (SW1700)****Revenues:**

	\$	\$	\$
452-0000-391.05-31 Series 2014 B GO Bonds	228,768	0	228,768
452-0000-391.42-00 From Sewer Fund	216,410	(25,115)	191,295
<b>Totals:</b>	<b>445,178</b>	<b>(25,115)</b>	<b>420,063</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping	177,510	0	177,510
452-0000-606.90-03 Improvements	267,668	(25,115)	242,553
<b>Totals:</b>	<b>445,178</b>	<b>(25,115)</b>	<b>420,063</b>

**Kingsport South Sewer Ext (SW1802)****Revenues:**

	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	276,183	(219)	275,964
<b>Totals:</b>	<b>276,183</b>	<b>(219)</b>	<b>275,964</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	34,700	(8)	34,692
452-0000-606.90-03 Improvements	241,483	(211)	241,272
<b>Totals:</b>	<b>276,183</b>	<b>(219)</b>	<b>275,964</b>

**SW Pump St IMP O&M (SW2100)****Revenues:**

	\$	\$	\$
452-0000-391.42-00 From Sewer Fund	250,000	8,881	258,881
<b>Totals:</b>	<b>250,000</b>	<b>8,881</b>	<b>258,881</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.90-19 Pump Stations	250,000	8,881	258,881
<b>Totals:</b>	<b>250,000</b>	<b>8,881</b>	<b>258,881</b>



**Sewerline IMP O&M (SW2101)**

**Revenues:**

	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	0	219	219
452-0000-391.05-56 Series 2019 GO Improvment	73,400	0	73,400
452-0000-391.42-00 From Sewer Fund	358,796	16,234	375,030
<b>Totals:</b>	<b>432,196</b>	<b>16,453</b>	<b>448,649</b>

**Expenditures:**

	\$	\$	\$
452-0000-606.90-26 Sewer Extensions	40,000	0	40,000
452-0000-606.90-27 Sewer Taps	30,000	0	30,000
452-0000-606.90-28 Sewer Improvements	362,196	16,453	378,649
<b>Totals:</b>	<b>432,196</b>	<b>16,453</b>	<b>448,649</b>

SECTION XI. 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

### Adopting the State Equalized Property Tax Rate for FY22

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

Action Form No.: AF-210-2021  
 Work Session: July 6, 2021  
 First Reading: July 6, 2021

Final Adoption: July 20, 2021  
 Staff Work By: John Morris  
 Presentation By: C. McCartt

#### Recommendation:

Approve the Ordinance

#### Executive Summary:

This ordinance sets the FY 2021-2022 (Tax Year 2021) Property Tax Rate. The City property tax rate on every \$100.00 of assessed value of real, personal, and fixed property within the corporate limits of the City of Kingsport, Sullivan County and the City of Kingsport, Hawkins County, and not exempt from taxation, shall be \$1.8783, to fund current operating expenses of the City government, interest on bonded debt, and other disbursements which are legal obligations of the City of Kingsport; that said taxes received for the tax year 2021 shall be expended in accordance with the FY 2022 Appropriation Ordinance.

This is the lowest property tax rate in Kingsport since 1920 (\$1.50) and the second lowest in the history of the city.

#### 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: *aw*

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

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS, THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE, AND THE STATE BOARD OF EQUALIZATION FOR THE TAX YEAR 2021; AND TO FIX THE EFFECTIVE DATE OF THE ORDINANCE

WHEREAS, the corporate boundaries of the City of Kingsport are situated within the boundaries of Sullivan County and Hawkins County; and

WHEREAS, the local property assessors have established property reappraisals within the City of Kingsport, Sullivan County, and the City of Kingsport, Hawkins County; and

WHEREAS, the local property assessors have prepared an assessment roll of taxation on real, personal, and mixed property for the 2021 tax year; and

WHEREAS, the State Board of Equalization has determined an equalized tax rate of \$1.8783 to generate revenue adequate to support the Fiscal Year 2021-2022 budget. Now therefore,

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

SECTION I. That the City property tax rate on every \$100.00 of assessed value of real, personal, and fixed property within the corporate limits of the City of Kingsport, Sullivan County and the City of Kingsport, Hawkins County, and not exempt from taxation, shall be \$1.8783, to fund current operating expenses of the City government, interest on bonded debt, and other disbursements which are legal obligations of the City of Kingsport; that said taxes received for the tax year 2021 shall be expended in accordance with the FY 2022 Appropriation Ordinance.

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

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

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

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



## AGENDA ACTION FORM

### Authorizing the Mayor to Sign the Instructure Services Order Form for the School District (SY2021-2022)

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

Action Form No.: AF-222-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The administration desires to renew the agreement with Instructure, utilizing Canvas. Canvas, a web-based learning management system, is used by both educators and students to access and manage online course learning materials and communicate about skill development and learning achievement. Canvas allows teachers to develop online content for students to access beyond the instruction received in the classroom. Additionally, Canvas is a learning management system that is used to monitor grades, manage active enrollments and assignment submissions, share course documents, facilitate message correspondence between students and instructors and contain course and course information for students to access.

Funding for this two-year renewal will be by ESSER II account number 142-7150-711.04-71.

#### Attachments:

1. Resolution
2. Service Order Form

Funding source appropriate and funds are available: *my*

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: *mt*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE TWO YEAR INSTRUCTURE RENEWAL SERVICES ORDER FORM WHICH UTILIZES CANVAS ONLINE LEARNING AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city desires to renew its order with Instructure for the purpose of utilizing Canvas, a web-based learning management system in the Kingsport City Schools used by both educators and students to access and manage online course learning materials and communicate about skill development and learning achievement; and

WHEREAS, this project will be funded by the Elementary and Secondary School Emergency Relief Fund.

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, the Instructure Order Services Form for two years, which will be funded by the Elementary and Secondary School Emergency Relief Fund, and to execute any and all documents necessary and proper to effectuate the purpose of this resolution.

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

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

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

ADOPTED this the 20th day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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





## Services Order Form

Order #: Q-173167-3  
Date: 2021-06-09  
Offer Valid Through: 2021-06-01

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

### Order Form For City of Kingsport - Kingsport City Schools

Address: City of Kingsport  
Finance Dept - Accounts Payable  
225 W. Center Street  
City: Kingsport  
State/Province: Tennessee  
Zip/Postal Code: 37660  
Country: United States

#### Order Information

Billing Frequency: Annual Upfront  
Payment Terms: Net 30

#### Billing Contact

Name: City of Kingsport Attn: Accounts Payable  
Email: ap@kingsporttn.gov  
Phone: (423)229-9392

#### Primary Contact

Name: Brian Cinnamon  
Email: bcinnamon@k12k.com  
Phone: (423) 378-2100

#### Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2022-06-30	User	8,338	USD 3.94	USD 32,851.72
24x7 Tier 1 Support (Faculty Only)	2021-07-01	2022-06-30	30% of Subscription (Minimums Apply)	1	USD 9,855.52	USD 9,855.52
Studio Cloud Subscription	2021-07-01	2022-06-30	User	8,338	USD 1.50	USD 12,507.00
Recurring Sub-Total						USD 55,214.24
Studio Standard Implementation			Per Implementation	1	USD 1,500.00	USD 1,500.00
Non-Recurring Sub-Total						USD 1,500.00
Year 1 Total						USD 56,714.24

**Year 2**

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	8,338	USD 4.14	USD 34,519.32
24x7 Tier 1 Support (Faculty Only)	2022-07-01	2023-06-30	30% of Subscription (Minimums Apply)	1	USD 10,355.80	USD 10,355.80
Studio Cloud Subscription	2022-07-01	2023-06-30	User	8,338	USD 1.57	USD 13,090.66
Recurring Sub-Total						USD 57,965.78
Year 2 Total						USD 57,965.78
<b>Grand Total:</b>						USD 114,680.02

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Studio Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Studio Implementation	Implementation will include the following: * Creation of Studio Instance * Integration with Canvas via LTI * Admin creation and walkthrough	12 Months
Studio Webinar Training	Two hours of remote training content on utilizing Studio.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

**Metrics and Descriptions:**

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given

time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Studio Cloud Subscription	1 GB/subscription per User of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:

Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

#### Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

#### Notes

OMNIA RFP Contract Number: R201402

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : <input type="checkbox"/>
Please Enter (Yes or No): <u>Yes</u>	<i>Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a></i>
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the attached terms and conditions.

#### City of Kingsport - Kingsport City Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

#### Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

APPROVED AS TO FORM:

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CITY ATTORNEY

ATTEST:

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CITY RECORDER

## Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

**1. Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

**2. Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

**3. Customer Responsibilities.** To the extent permitted by Tennessee law Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.

**4. Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

**5. Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUCTURE IN THIS SECTION 5.

**6. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("Fees") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable. Notwithstanding anything in this Agreement to the contrary as a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Instructure with its Sales and Use Tax Exemption Certificate upon Instructure's request. Instructure shall bear the burden of providing its suppliers with a copy of Customer's tax exemption certificate and Instructure assumes all liability for such taxes, if any, that should be incurred.

**7. Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

**8. Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

**9. Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

**10. Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

**11. Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

**12. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**13. Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information. Notwithstanding anything in this Agreement to the contrary, the Agreement, is a public record, and it and all other documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Law, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Instructure or provide Instructure with notice or the time to obtain a protective order.

**14. Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**"

means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

**15. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain

aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

**16. Suspension of Service.** Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

**17. Indemnification.**

**17.1** Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. To the extent permitted by applicable law, Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP. No provision of the Agreement shall act or be deemed a waiver by Customer of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

**17.2** The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**18. General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to [legal@instructure.com](mailto:legal@instructure.com). For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Tennessee without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Neither party will use the name, any trademark or logo of the other party without the prior written consent of the other party in any advertising promotions, publicity or commercial materials. Notwithstanding the foregoing, Instructure shall be allowed to use Customer's name, logo, and non-competitive use details as part of customer lists, so long as it does not state expressly or implies that the Customer endorses Instructure. As used herein the term "Agreement" includes Serviced Order Form, Instructure Standard Terms and Conditions, Instructure's support terms for Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>, Portfolium: <https://portfolium.com/support-terms>, MasteryConnect: <https://www.masteryconnect.com/support/terms-of-conditions>, support terms referenced therein, and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use>.

**19.** Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

**20.** No official or employee of Customer shall be personally liable to Instructure or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Customer; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.





## AGENDA ACTION FORM

### Execute an Agreement with Frontier Health for Counseling Services for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-223-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The administration desires to enter into this agreement for the purpose of continuing current services provided by Holston Children and Youth Services/Frontier Health for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students. Due to the increase in the number of counseling professionals, the contract total has increased by \$48,000.00 making the total not to exceed contract amount of \$209,000.00 for the 2021-2022 School Year.

Funding for this agreement is contained in Account 141-7250-773.03-99 of the FY 2021-22 budget (\$169,000.00) and Special Education IDEA Grant Account 142-7250-782.03-99 (\$40,000.00).

#### Attachments:

1. Resolution
2. Agreement

Funding source appropriate and funds are available: *CM*

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

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

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

A RESOLUTION APPROVING AN AGREEMENT WITH FRONTIER HEALTH FOR COUNSELING SERVICES FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools currently receives services from Frontier Health/Holston Children and Youth Services for alcohol and drug prevention, education, intervention, consultation and training services to school administration, staff, and students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services is \$209,000.00 for the 2021-2022 School Year and funding is available in account 141-7250-773.03-99 of the FY 2021-22 budget (\$169,000.00) and Special Education IDEA Grant Account 142-7250-782.03-99 (\$40,000.00).

Now therefore,

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

SECTION I. That an agreement with Frontier Health Holston Children and Youth Services is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Frontier Health Holston Children and Youth Services 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:

**FRONTIER HEALTH  
Holston Children and Youth Services  
And  
City of Kingsport for  
KINGSPORT CITY SCHOOLS CONTRACTUAL AGREEMENT  
Local Program SY 2021-2022**

**PARTIES:**

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System or Kingsport Board of Education) are the parties to this contract (herein Contract) for alcohol and drug prevention, behavioral health interventions, and student assistance services.

**CONTRACT:**

For, and in consideration of mutual advantages occurring to each of the parties hereto, said parties have agreed and do hereby obligate and bind themselves as follows:

A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.

B. Counseling services will be provided on a full-time basis with the following guidelines:

a. Student Assistance Counselors will be available at Dobyns-Bennett High School, John Sevier and Ross N. Robinson Middle Schools for four and a half (4.5) days per week (36 hours) or 90% of their time dedicated to the school system.

b. Two Masters level School Wide Behavioral Therapists will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for five (5) days per week or 100% of their time dedicated to the school system.

c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.

d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.

C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.

D. Payment for services described in section B will be \$209,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.

E. The contract sum is to be paid in three installments.

F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.

G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.

H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.

I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.

J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

#### **ASSURANCES:**

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.

B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

#### **OTHER PROVISIONS:**

A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.

B. This Contract shall be effective as of July 1, 2021 through June 30, 2022.

C. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.

IN WITNESS WHEREOF, this Contract is executed by the parties through their authorized officers or representatives.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 20th day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

**FRONTIER HEALTH  
Holston Children and Youth Services**

**And  
City of Kingsport for**

**KINGSPORT CITY SCHOOLS  
CONTRACTUAL AGREEMENT**

**Local Program  
SY 2021-2022**

**PARTIES:**

Holston Children and Youth Services/Frontier Health (FH) and the City of Kingsport for its Kingsport City Schools (herein Kingsport City School System or Kingsport Board of Education) are the parties to this contract (herein Contract) for alcohol and drug prevention, behavioral health interventions, and student assistance services.

**CONTRACT:**

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- A. In accordance with school safety and mental health service needs, Frontier Health will provide the personnel to deliver Student Assistance services and Behavioral Health intervention services to all referred students.
- B. Counseling services will be provided on a full-time basis with the following guidelines:
  - a. Student Assistance Counselors will be available at Dobyns-Bennett High School, John Sevier and Ross N. Robinson Middle Schools for four and a half (4.5) days per week (36 hours) or 90% of their time dedicated to the school system.
  - b. Two Masters level School Wide Behavioral Therapists will be available to the school system for any school needing specialized services working with any student in the school population and with the two current school behaviorists for five (5) days per week or 100% of their time dedicated to the school system.
  - c. Frontier Health will provide Kingsport City School System the necessary education, training, supervision, consultation, and other resources to school personnel for the purpose of instituting ongoing substance abuse prevention and behavioral health intervention to K-12 students.
  - d. Frontier Health will assist students and their families in accessing additional behavioral health services which may be indicated to insure student safety and well-being.
- C. Frontier Health will provide training, supervision and oversight for all contracted mental health services, participate in management team meetings, actively participate in the collaboration with all partners, and provide all information needed for the evaluation of this project. Evidence-based and trauma informed practices selected and described in this project will be implemented in coordination with Kingsport City School System.

- D. Payment for services described in section B will be \$209,000.00 for the contract period. This includes all salary costs, fringe benefits, supplies, clinical supervision, and professional liability insurance and travel. It is agreeable by Kingsport City School System for FH staff to bill third party payer sources as appropriate for additional clinical services as deemed medically necessary.
- E. The contract sum is to be paid in three installments.
- F. Frontier Health will hold the Kingsport Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract, and shall maintain liability insurance in an amount not less than \$1,000,000, and provide evidence of such insurance to the Kingsport City Board of Education.
- G. Frontier Health warrants that all employees and/or agents who will provide services under this Contract are duly certified, trained and licensed and accredited to offer and perform such services and that such employees and/or agents have undergone appropriate background checks and are fit to perform these services.
- H. Frontier Health and all employees and agents utilized in the performance of this Contract agree to carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this Contract. Frontier Health agrees that it will hold the Kingsport City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents, or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this Contract.
- I. Individuals engaged by Frontier Health to perform services under this Contract shall not be considered employees of the Kingsport City School System and shall not be entitled to any benefits or compensation arising there from, other than those specifically provided for under this Contract.
- J. The further development and alteration of these services will be reviewed and negotiated formally in April of each year by designated personnel of Holston Children and Youth Services/Frontier Health and the Kingsport City School System. Changes in services rendered by joint examination will be communicated to all appropriate personnel.

#### **ASSURANCES:**

Both parties agree to comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Contract:

- A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
- B. In accordance with Titles VI and VII of the Civil Rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of either party.

**OTHER PROVISIONS:**

- A. This Contract, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the Contract shall not be binding unless assented to by all parties in writing.
- B. This Contract shall be effective as of July 1, 2021 through June 30, 2022.
- C. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, FH shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.

IN **WITNESS WHEREOF**, this Contract is executed by the parties through their authorized officers or representatives.

\_\_\_\_\_  
President, Frontier Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Kingsport

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Recorder





## AGENDA ACTION FORM

### Renew the MOU with Camelot Care Centers, Inc., for Kingsport City Schools and Authorizing the Mayor to Sign All Applicable Documents

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

Action Form No.: AF-224-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: Committee  
 Presentation By: David Frye

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The administration requests to renew the Memorandum of Understanding with Camelot Care Centers, Inc. to ensure the continuation of current Behavioral Health and Counseling Services provided to all students at Kingsport City Schools for the 2021-2022 School Year.

Camelot Care Centers, Inc. is a provider of Behavioral Health and Counseling Services. Camelot mental health professionals work with children, families of KCS Students, and School Staff to develop and implement treatment plans and provide services in accordance with the established treatment plans. Camelot has increased the number of counselors from nine to ten in order to ensure they can continue to meet the needs of the students, while eliminating the disruption to the educational process by allowing counselors to meet with students at the school facility instead of offsite.

Due to the increase in the number of counseling professionals, the contract total has increased by \$18,000.00 making the total not to exceed contract amount of \$180,000.00 for the 2021-2022 School Year. Funding for this contract will come from the following.

Safe Schools Grant Funds (\$29,000) Account# 145-7250-773.03-99  
 Epidemiology and Laboratory Capacity Grant (\$18,000) Account# 142-7250-773.03-99  
 Coordinated School Health Program (\$25,000) Account# 145-7250-772.03-99  
 ESSER II Funds (\$108,000) Account# 142-7250-773.03-99

#### Attachments:

1. Resolution
2. MOU

Funding source appropriate and funds are available: *1m*

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

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

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH CAMELOT CARE CENTERS, INC. FOR BEHAVIORAL HEALTH AND COUNSELING SERVICES FOR KINGSFORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

WHEREAS, Kingsport City Schools currently receives services from Camelot Care Centers, Inc., for behavioral and consulting services provided to students; and

WHEREAS, the city would like to continue these services; and

WHEREAS, the cost for the services provided by Camelot Care Center, Inc. shall not exceed \$180,000.00, and funding is available in account 145-7250-773-0399 SSA022 (\$29,000.00), 145-7250-772-0399 CSH022 (\$25,000.00), 142-7250-773-0399 ELC022 (\$18,000.00), and 142-7250-773-0399 MH2102 (\$108,000.00).

Now therefore,

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

SECTION I. That the Memorandum of Understanding with Camelot Care Centers, Inc., 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, a memorandum of understanding with Camelot Care Centers, Inc. and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the memorandum of understanding being as follows:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into on this 21st day of July 2021, by and between the City of Kingsport for its Kingsport City School System ("School System") and Camelot Care Centers, Inc. ("Provider").

WHEREAS, School System recognizes that offering mental health and/or other counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyns-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

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

1. Children Served: Provider will work with each school listed above to offer individual and group therapy services to eligible students, and will respond to any crisis or behavioral issues that may arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health

professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.

2. Staffing: Ten (10) qualified mental health professionals will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans.

3. Assessment of Eligibility: Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.

4. Service Goals: Provider will provide services that meet the following goals:

- a. Work with School administrative staff to identify children needing services.
- b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
- c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.
- d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.

5. Expectations for School:

- a. Refer children who have been identified as needing services to Provider for assessment.
    - i. Provide appropriate work space for Provider's staff during regular School business hours, including, but not limited to:
    - ii. Private space for use during times when individual therapy or parent meetings are necessary;
    - iii. Private group meeting space for group therapy;
    - iv. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
  - b. Provide access to and use of classroom materials for therapeutic activities.
  - c. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
  - d. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
6. Expectations of Provider:
- a. Provide clinically competent services within the dynamics of a school milieu.
  - b. Be accountable for its staff involved in the provision of services at School.
  - c. Provide all staff supplies and equipment needed for the provision of services at School.
  - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
  - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.

7. Duration of Agreement: This Agreement is for school year 2021-2022, starting August 2021 and ending June, 2022. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.

8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.

9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee of One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue three (3) invoices for \$60,000.00 to the School System on September 1, 2021, January 4, 2022 and March 1, 2022.

10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.

11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."

12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.

13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:

Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide cross-claim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.

Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.

14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to School System shall be sent to the following:

Jim Nash

Chief Student Services Officer, Kingsport City Schools

400 Clinchfield Street, Suite 200

Kingsport, TN 37660

423-378-2169

jnash@k12k.com

Notice to Provider shall be sent to the following:

Andy Kitzmiller, LPC-MHSP

Assistant State Director, Camelot Care Centers, Inc.

2971 Fort Henry Drive

Kingsport, TN 37664

423-392-2975 Ext. 1010

akitzmiller@camelotcare.com

15. Governing Law: This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.

16. Independent Contractor: Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.

17. General Compliance with Laws: Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental

approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.

18. Severability: If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

19. Backgrounds Checks Required. Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
- (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
- (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
- (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
- (v) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
- (vi) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
- (vii) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
- (viii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

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

ADOPTED this the 20th day of July, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## MEMORANDUM OF UNDERSTANDING

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WHEREAS, Provider is a provider of children and adolescent behavioral health services and has the necessary qualifications, experience, and abilities to provide behavioral health services to students at the following locations: Dobyys-Bennett HS, Ross N. Robinson MS, John Sevier MS, D-B EXCEL, Cora Cox Academy, Andrew Jackson ES, Theodore Roosevelt ES, Abraham Lincoln ES, John F. Kennedy ES, George Washington ES, Thomas Jefferson ES, Andrew Johnson ES, and John Adams ES.

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

1. **Children Served:** Provider will work with each school listed above to offer individual and group therapy services to eligible students, and will respond to any crisis or behavioral issues that may arise at the school, upon request of the principal or principal's designee. Participating children must be determined eligible for services based on assessment by a Provider qualified mental health professional staff member. A parent or guardian must give written consent and must complete all necessary documentation for their child to participate in the program. Eligibility for services will be determined by Provider, based upon payers' eligibility criteria.
2. **Staffing:** Ten (10) qualified mental health professionals will provide services for the School System. Provider's staff will work with the child, the child's family, and the educational staff at the School to develop and implement treatment plans and provide services in accordance with the established treatment plans.
3. **Assessment of Eligibility:** Provider will provide all referred students with an appropriate assessment of eligibility to receive services in accordance with applicable payer guidelines, and in accordance with all applicable Federal, State and Provider guidelines. Provider will bill insurance, Medicaid or responsible parties for children who have Medicaid, private insurance or other means of payment. For uninsured children who are referred for services, Provider will provide services on a pro bono basis, as time and resources allow. If Provider is not able to provide pro bono services to all children in need of services, Provider will assist with making appropriate referrals for outpatient services with another organization.
4. **Service Goals:** Provider will provide services that meet the following goals:
  - a. Work with School administrative staff to identify children needing services.
  - b. Coordinate all activities through the Principal or designated staff member to effectively maintain a therapeutically sound clinical service.
  - c. Improve or maintain the child's level of functioning as associated with the targeted behaviors.

- d. Provide quality, comprehensive and culturally competent services that are age appropriate to respond to the unique needs of each child.
5. Expectations for School:
- a. Refer children who have been identified as needing services to Provider for assessment.
  - b. Provide appropriate work space for Provider's staff during regular School business hours, including, but not limited to:
    - i. Private space for use during times when individual therapy or parent meetings are necessary;
    - ii. Private group meeting space for group therapy;
    - iii. Access to classroom if classroom observation and/or classroom interventions are determined therapeutically beneficial.
  - c. Provide access to and use of classroom materials for therapeutic activities.
  - d. Provide access to children who have been identified as in-need of services and whose parents/guardians have consented to an assessment for services and treatment.
  - e. Assist Provider in obtaining consent from parents to permit the exchange of information about the child, between School and Provider.
6. Expectations of Provider:
- a. Provide clinically competent services within the dynamics of a school milieu.
  - b. Be accountable for its staff involved in the provision of services at School.
  - c. Provide all staff supplies and equipment needed for the provision of services at School.
  - d. Assure professional staff are appropriately licensed or credentialed to provide services to School System's students.
  - e. Provide crisis intervention on-site for emergencies with staff and children who are receiving services.
7. Duration of Agreement: This Agreement is for school year 2021-2022, starting August 2021 and ending June, 2022. This Agreement is renewable on a yearly basis. Either party may terminate this Agreement upon 60 days' notice, with or without cause, by providing written notice to the other party.
8. Coordination: Any policy changes, concerns, or problems with this Agreement will be addressed by Provider's Assistant State Director and/or staff supervisor and the designated School System contact.
9. Compensation: Provider will bill Medicaid, private insurance or responsible parties for services rendered to the children. School System will be billed a fee of One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) for the services provided by Provider for the term of this Agreement as specified in Section 7. The Provider will issue three (3) invoices for \$60,000.00 to the School System on September 1, 2021, January 4, 2022 and March 1, 2022.
10. Licensure: Provider certifies that it has the necessary licensure and/or credentials to perform the services contemplated by this Agreement based on the laws of the State of Tennessee. Provider will maintain valid licensure and/or credentials and agrees to keep licensure and/or credentials in good standing at all times during the term of this Agreement. In the event that Contractor's licensure and/or credentials are revoked, suspended, invalidated, and/or



terminated during the Agreement term, it must notify School System immediately upon such revocation, suspension, invalidation, and/or termination.

11. Confidentiality of Records: Provider shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, et seq.; 34 CFR Part 99). Provider acknowledges that the requirements and terms set forth under FERPA are additional terms under this Agreement and, therefore, fully incorporated herein and made a part hereof. Provider will adhere to requirements as established by School System policies and procedures and FERPA, as specified in 34 C.F.R. Part 99.30, for disclosure of "educational records."
12. Indemnification: Provider shall indemnify School System, its board members, officers, employees, or agents harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts, errors, or omissions committed or alleged to have been committed by Provider or its employees. Provider will defend and pay costs to indemnify and hold School System harmless from any and all demands, claims, suits, actions and legal proceedings, including allegations of negligence, brought against School System, its board members, officers, employees or agents arising out of alleged acts or omissions by Provider in the course of performing services pursuant to this Agreement.
13. Insurance: Provider will furnish to School System Certificates of Insurance, or certified copies of policies if so requested at any time, indicating that the following insurance coverages (underlined) have been obtained, which meet the minimum requirements as outlined below:

Professional Liability Insurance in the name of the Provider, pertinent to Provider's profession, including the employees as insureds, at an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

For any claims related to this Agreement, Provider's insurance coverage shall be primary insurance with respect to School System, its officers, officials, employees, and agents. Any insurance or self-insurance or other funding mechanism(s) maintained and/or carried by School System, its officers, officials, employees, or agents shall be excess of the Provider's insurance with no right of contribution. Policy or Policies shall provide cross-claim and severability of interest coverage for losses due to the negligence, omission, or other conduct of Provider.

Provider shall provide no less than thirty (30) days written notice to School System at the address listed in this Agreement prior to cancelling any insurance policy coverage required by this Agreement.

14. Notice: Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to School System shall be sent to the following:  
Jim Nash  
Chief Student Services Officer, Kingsport City Schools  
400 Clinchfield Street, Suite 200  
Kingsport, TN 37660  
423-378-2169

jnash@k12k.com

Notice to Provider shall be sent to the following:

Aaron Shankle, MA

Director of Business Development, Camelot Care Centers, Inc.

2971 Fort Henry Drive

Kingsport, TN 37664

423-392-2975 Ext. 1010

ashankle@camelotcare.com

15. **Governing Law:** This Agreement is made in the State of Tennessee and shall be governed and interpreted according to the laws of the State of Tennessee without giving effect to conflict of law principles. Exclusive jurisdiction and venue of any dispute or legal action relating to this Agreement, including, but not limited to, enforceability of this Agreement, to interpret any provision of this Agreement, or to remedy any breach of this Agreement, shall be brought in the state or federal court(s) of Sullivan County, Tennessee. No claim or cause of action described in this paragraph shall be pursued in any other state or federal jurisdiction.
16. **Independent Contractor:** Provider is, and shall be, in the provision of all services under this Agreement, an Independent Contractor, and not an employee, agent, or servant of School System. All persons engaged in any of the services performed pursuant to the Agreement shall at all times, and in all places, be subject to Provider's sole direction, supervision and control. Provider shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Provider's relationship and the relationship of its employees to School System shall be that of an Independent Contractor and not as employees or agents of School System.
17. **General Compliance with Laws:** Provider certifies that it is qualified to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Provider shall maintain all current certifications, licenses, and registrations relevant to providing services during the term of the Agreement.
18. **Severability:** If any provision of this Agreement is held to be unlawful, invalid or unenforceable, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
19. **Backgrounds Checks Required.** Provider will fully comply and require its employees and contractors to fully comply with the requirements contained in T.C.A. § 49-5-413(d) pertaining

to required background checks for contractors who will have employees or subcontractors and employees that have direct contact with school children or a child care center or have access to the grounds of a school when children are present will have mandatory backgrounds checks as set out in the statute, and Provider has a duty to require such employee to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee bureau of investigation and the federal bureau of investigation prior to permitting the person to have contact with the children or enter school grounds. Provider agrees that no employer, or employee of the employer, including contractors of Provider, to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
- (ii) Any offense in title 39, chapter 13; (Offenses Against Person)
- (iii) §§ 39-14-301 and 39-14-302; (Arson; Aggravated Arson)
- (iv) §§ 39-14-401-39-14-404; (Definitions for burglary and related offenses; Burglary; Aggravated burglary; Especially Aggravated Burglary)
- (v) §§ 39-15-401 and 39-15-402; (Child abuse and child neglect or endangerment; Haley's Law – Aggravated child abuse and aggravated child neglect or endangerment – Definitions)
- (vi) § 39-17-417; (Criminal offenses and penalties) pertains to controlled substances
- (vii) § 39-17-1320; (Providing handgun to juveniles – Penalties) or
- (viii) Any other offense in title 39, chapter 17, part 13. (Weapons)

Prior to Provider providing service to School System pursuant to this Memorandum of Understanding, Provider shall certify in writing to School System that all employees of Provider or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification under T.C.A. § 49-5-413(d).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agreed and Accepted by:

PROVIDER:  
CAMELOT CARE CENTERS, INC.

SCHOOL SYSTEM:  
CITY OF KINGSPORT, FOR ITS KINGSPORT  
CITY SCHOOL SYSTEM

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

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CITY RECORDER

APPROVED AS TO FORM:

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CITY ATTORNEY



### AGENDA ACTION FORM

#### **Award of Bid to W-L Construction & Paving, Inc. for 2021 Contracted Paving Area 35A – Eastern Star Authorizing the Mayor to Sign all Applicable Documents**

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

Action Form No.: AF-221-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### **Recommendation:**

Approve the Resolution

#### **Executive Summary:**

Bids were opened on July 1, 2021 for the 2021 Contracted Paving Area 35A – Eastern Star project. This project consists of placement of approximately 6,400 tons of asphalt on selected roads/streets in the Eastern Star area of the City of Kingsport. Project also includes milling, asphalt markings, and other associated work. The project shall be completed by October 30, 2021.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, W-L Construction & Paving, Inc. in the amount of \$1,041,845.18.

Base Bid	\$1,041,845.18
Engineering Inspection & Admin 6%	66,261.35
Contingency 6%	<u>62,510.71</u>
Total Project Cost	\$1,170,617.24

The base engineering estimate for the referenced project is \$1,128,935.00.

Funding is available and identified in NC2200.

#### **Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Map

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: *JM*

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

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

A RESOLUTION AWARDDING THE BID FOR CONTRACTED PAVING AREA 35A EASTERN STAR TO W-L CONSTRUCTION & PAVING, INC. AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened July 1, 2021, for the 2021 Contracted Paving Area 35A – Eastern Star project; and

WHEREAS, the project consists of placement of approximately 6,400 tons of asphalt on selected roads/streets in the Eastern Star area of the city, and includes milling, asphalt markings, and other associated work and the project shall be completed by October 30, 2021; and

WHEREAS, upon review of the bids, the board finds W-L Construction & Paving, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to enter into an agreement with W-L Construction & Paving, Inc. at an estimated cost of \$1,041,845.18; and

WHEREAS, funding is available and identified in NC2200.

Now therefore,

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

SECTION I. That the bid for the 2021 Contracted Paving Area 35A – Eastern Star project consisting consists of placement of approximately 6,400 tons of asphalt on selected roads/streets in the Eastern Star area of the city, and includes milling, asphalt markings, and other associated work and the project shall be completed by October 30, 2021, at an estimated cost of \$1,041,845.15, is awarded to W-L Construction & Paving, Inc. and the mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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

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

ADOPTED this the 20th day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

---

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



MINUTES  
BID OPENING  
July 1, 2021  
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

2021 Contracted Paving Area 35A	
Vendor:	Total Cost:
Pavewell Paving	\$1,113,168.00
W-L Construction & Paving	\$1,041,845.18

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





## AGENDA ACTION FORM

### Apply for and Receive the American Recovery Plan Act Grant for the Library

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

Action Form No.: AF-230-2021  
 Work Session: July 19, 2021  
 First Reading: NA

Final Adoption: July 20, 2021  
 Staff Work By: Chris Markley  
 Presentation By: Michael Borders

#### Recommendation:

Approve the Resolution

#### Executive Summary:

The American Recovery Plan Act (ARPA) Grant is being offered by the Tennessee State Library and Archives and is supported by the U.S. Institute of Museum and Library Services. The grant will provide opportunities for libraries to receive funds for Technology equipment, digital materials, and Library furniture to improve social distancing or provide private workstations for patrons. The total amount being requested is \$23,200.

The Kingsport Public Library is requesting \$7,200 for the technology purchases, \$5,000 for the purchase of digital resources, and \$11,000 to purchase POD study carrels to ensure patrons maintain social distance and provide private workstations for patrons.

The Grant requires a 20% match of funds. The Friends of the Kingsport Public Library will provide the matching funds.

#### Attachments:

1. Resolution
2. ARPA Grant Information

Funding source appropriate and funds are available: *Jan*

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: *Jan*

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN AMERICAN RECOVERY PLAN ACT GRANT FROM THE TENNESSEE STATE LIBRARY AND ARCHIVES FOR THE KINGSPORT PUBLIC LIBRARY

WHEREAS, the city, through the Kingsport Public Library, would like to apply for an American Recovery Plan Act (ARPA) grant through the Tennessee State Library and Archives; and

WHEREAS, the funds will go to purchase technology equipment, digital materials, and POD study carrels to ensure patrons maintain social distance and provide private workstations for patrons; and

WHEREAS, the amount of the grant award requested is \$23,200.00, and requires a twenty percent (20%) match, which will be provided by the Friends of the Public Library.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive an American Recovery Plan Act (ARPA) grant through the Tennessee State Library and Archives, in the amount of \$23,200.00 which requires a twenty percent (20%) match, which will be provided by the Friends of the Public Library.

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 20th day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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



# ARPA Grant



Tre Hargett  
Secretary of State

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way N.  
Nashville, TN 37219  
615-741-7996

The Tennessee State Library and Archives is pleased to provide a grant opportunity to public libraries across Tennessee using the American Rescue Plan Act (ARPA) funds. This \$2,500,000 grant is supported by the U. S. Institute of Museum and Library Services.

The ARPA Grant is available for public libraries, and you are welcome to apply for any or all these categories:

1. Technology equipment
  - a. This would look very similar to our traditional technology grants and provide funding for hardware, software, networking equipment, peripherals, and other technology items.
  - b. Individual items requested may not exceed \$5,000.
2. Website design
  - a. This category would provide funding for libraries to hire for the purpose of creating or redesigning their website and would also include hosting fees.
  - b. May include website hosting fees during the grant period
3. Digital materials – e-books, e-audio, Playaway devices, etc.
4. Library materials - print and physical audio/video
5. Library Furniture and Equipment
  - a. This would provide for furniture and equipment to improve social distancing for patrons and staff, for ADA accommodations, or to provide private workstations for patrons to access telehealth and workforce development services.

The local match has been reduced for this grant, and a match is required for every category. Match requirements are according to population served and those populations will be taken from the OSAP from 2020/2021 as that is the last one that has been approved and signed:

Up to 9,999	5% local match, maximum request \$20,000.00
10,000 to 49,000	10% local match, maximum request \$25,000.00
50,000 to 100,000	20% local match, maximum request \$30,000.00
100,000 to 200,000	20% local match, maximum request \$40,000.00
200,000 and up	20% local match, maximum request \$50,000.00

Please Note: Requests may exceed the maximum but will be considered a lower priority.

The grant contract will begin on July 1, 2021 and end on June 30, 2022, which will allow you to use grant funds for purchases from July 1<sup>st</sup> forward, even though a fully signed contract will not be in place until later if your financial processes allow for that. Please be aware however, no grant payments will be processed until the contract is in place.

Applications can be sent via e-mail, fax, or mail We do not require original signatures to be submitted. Application submittal information can be found on page 16 of the application.

The deadline for applications is **Thursday, August 12, 2021.**

# ARPA Grant



Tre Hargett  
Secretary of State

Tennessee State Library and Archives  
Department of State  
State of Tennessee  
1001 Rep. John Lewis Way N.  
Nashville, TN 37219  
615-741-7996

<b>Legal Library Name (or applicant name if a Friends group or city/county)</b>			
<b>Grantee Mailing Address</b>			
<b>City</b>		<b>State</b>	<b>Zip Code</b>
<b>Grantee Physical Address</b> <i>If different than mailing address</i>			
<b>City</b>		<b>State</b>	<b>Zip Code</b>
<b>Phone Number</b>			
<b>City/County to be Served</b>			
<b>Name of Region, Independent or Metro</b>			
<b>Grant Contact Person</b> <i>will be the person listed in the contract</i>			
<b>Grant Contact Person Title</b>			
<b>Grant Contact Person e-mail address</b>			
<b>Title VI Contact Name</b>			
<b>Title VI Contact Information</b>	<b>Phone</b>	<b>Email</b>	
<b>Date of Grantee's Last A-133 Audit*</b> <i>spent \$500,000 or more in <u>Federal Funds</u> only</i>			
<b>Fiscal Years Covered in Last A-133 Audit</b> <i>i.e. 2017/2018, 2013/2014, etc.</i>			
<b>Federal Congressional District(s) to be Served</b> <a href="http://capwiz.com/nra/dbq/officials/">(http://capwiz.com/nra/dbq/officials/)</a>	<i>(District Number only)</i>		
<b>State House District to be Served</b> <a href="http://capwiz.com/nra/dbq/officials/">(http://capwiz.com/nra/dbq/officials/)</a>	<i>(District Number only)</i>		
<b>State Senate District to be Served</b> <a href="http://capwiz.com/nra/dbq/officials/">(http://capwiz.com/nra/dbq/officials/)</a>	<i>(District Number only)</i>		
<b>Full Name of the Entity that is registered for the DUNS number listed below</b>			
<b>DUNS (Data Universal Numbering System) Number**</b>			

\*an A-133 audit is not your typical annual audit. This is an audit that is required by the Federal government if you or your city/county (if you are a department) spent more than \$500,000 in federal funds within a fiscal year.



## AGENDA ACTION FORM

### Right-of-Way Easement with Kingsport Power Company

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

Action Form No.: AF-233-2021  
 Work Session: July 19, 2021  
 First Reading: NA

Final Adoption: July 20, 2021  
 Staff Work By: R. Trent; J. Hensley  
 Presentation By: M. Billingsley

### Recommendation:

Approve the Resolution

### Executive Summary:

AEP, d/b/a Kingsport Power Company, has requested easement outside of the right-of-way on Granby Road which will provide additional space to allow AEP to add utilities for a future development.

The resolution approves the easement and authorizes the mayor to execute the documents necessary to convey the right-of-way easement to Kingsport Power Company. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

### Attachments:

1. Resolution
2. Easement and Project Location Maps

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER  
COMPANY

WHEREAS, American Electric Power has requested an easement outside of the right-of-way of Granby Road on the city-owned Hunter Wright Stadium property; and

WHEREAS, in doing so, the easement will provide additional space to allow American Electric Power to add utilities for a future development, and

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, a Right-of-Way Easement with Kingsport Power Company.

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

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

ADOPTED this the 20<sup>th</sup> day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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



City of Kingsport Eas No. R/W Map No. 3783-1078-D2  
415 Broad Street W. O. No. W003278501 Job No. 21560036 Prop No. 1  
Kingsport, TN 37664 Line Granby Road Subdivision

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by and between **CITY OF KINGSFORT**, a  
municipal corporation organized and existing under the laws of the State of  
Tennessee, herein called "Grantor", and KINGSFORT POWER  
COMPANY, a Virginia corporation, herein called "Kingsport",  
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid  
to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby  
grants, conveys and warrants to Kingsport, its successors, assigns, lessees and  
tenants, a right of way and easement for an electric power line or lines, and  
communication lines, in, on, along, through, across or under the following described  
lands of the Grantor situated in \_\_\_\_\_ 12<sup>th</sup> \_\_\_\_\_ Civil District, County of \_\_\_\_\_  
Sullivan \_\_\_\_\_,  
State of Tennessee.

On the North by the lands of ATAY LLC  
On the East by the lands of Granby Road  
On the South by the lands of Lowes Home Centers Inc.  
On the West by the lands of \_\_\_\_\_

Being a right of way and easement fifteen feet (15) in width as shown shaded on that  
certain Kingsport Power Company drawing "Exhibit A" dated 6/16/2021, attached hereto  
and made a part hereof.

In the event Kingsport should remove all of said Kingsport's facilities from the lands  
of the Grantor, then all of the rights, title and interest of the party of Kingsport in the  
right of way and easement herein above granted, shall revert to the Grantor, its  
successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by  
Fort Robinson Realty Corporation  
by deed dated December 22, 1969, and recorded in \_\_\_\_\_ Sullivan County,  
Deed Book No. 336A, Page 690.

Being a right of way easement over the same property conveyed to Grantors herein by  
Bobby Joe Rotenberry and Sylvia C. Rotenberry  
by deed dated 10/07/1974, and recorded in \_\_\_\_\_ Sullivan County, Deed  
Book No. 40C, Page 460.

Map 045B, Group C, CTL Map 045B, Parcel 001.000.

TOGETHER with the right, privilege and authority to Kingsport, its successors,  
assigns, lessees and tenants, to construct, erect, install, place, operate, maintain,  
inspect, repair, renew, remove, add to the number of, and relocate at will, underground  
conduits, ducts, vaults, cables, wires, transformers, pedestals, risers, pads, fixtures and  
appurtenances (hereinafter called "Kingsport's Facilities"), in, on, along, through, across  
and under the above referred to premises; the right to disturb the surface of said  
premises and to excavate thereon, and to cut down, trim, clear and/or otherwise control,  
and at Kingsport's option, remove from said premises, brush, undergrowth, trees, tree  
roots, shrubs, buildings or other obstructions which may endanger the safety of, or  
interfere with the use of Kingsport's Facilities; and the right of ingress and egress to and  
over said above referred to premises, and any of the adjoining lands of the Grantors at  
any and all times, for the purpose of exercising and enjoying the rights herein granted,  
and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves  
the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Before me \_\_\_\_\_ of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who, upon oath, acknowledge himself/herself to be Mayor of City of Kingsport Tennessee, the within named bargainor, a municipal corporation, and that he/she as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Mayor.

Witness my hand and official seal in \_\_\_\_\_ County, State of \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission expires: \_\_\_\_\_ Notary Public

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

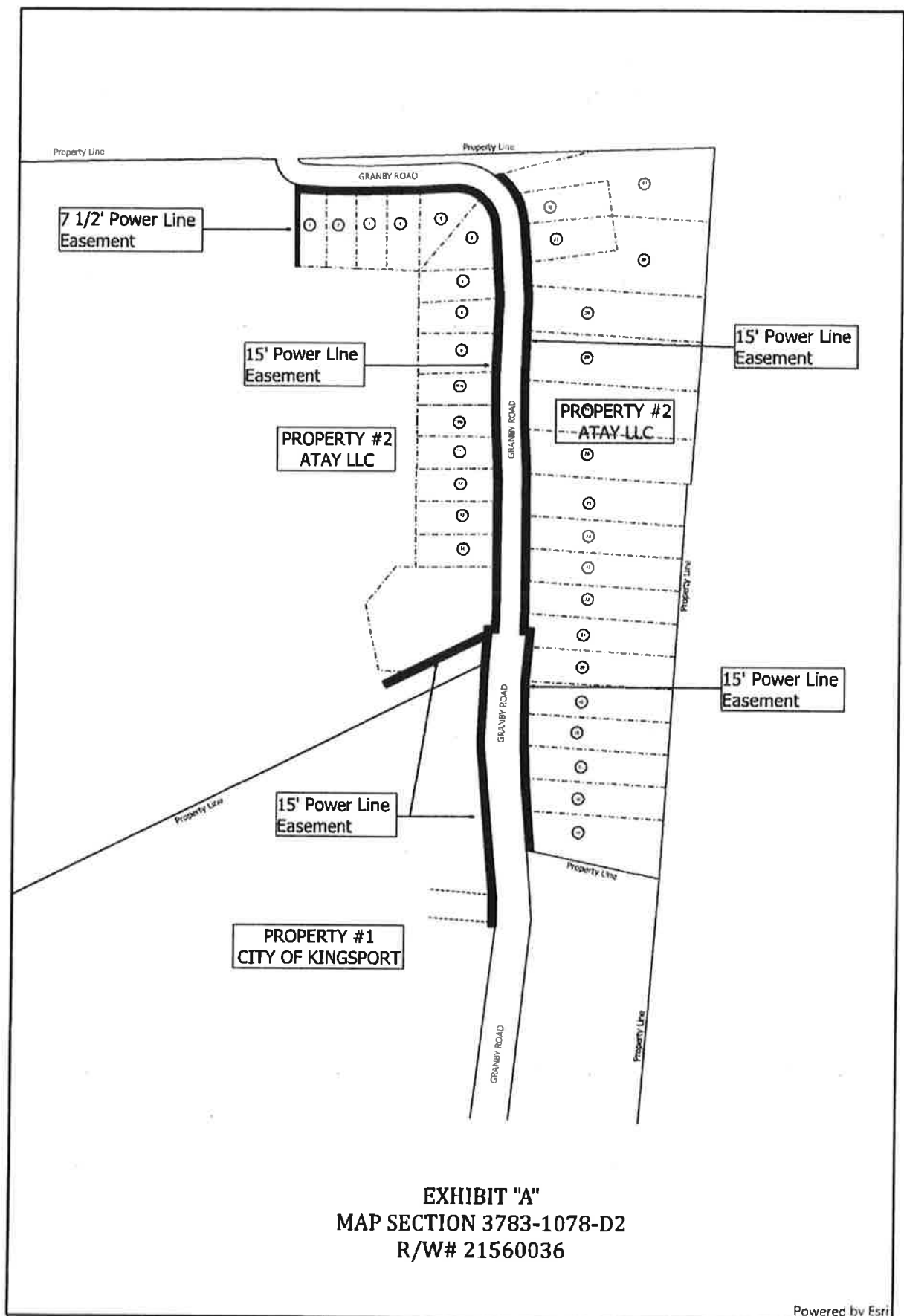
KINGSPORT POWER COMPANY

By: \_\_\_\_\_

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ ) To-wit:

Subscribed and sworn to before me this the \_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_ Notary Public



Granby Road Subdivision	State: Tennessee	
	County/Parrish: Sullivan	
	Township: Kingsport	
	Drawn By: Kevin Robinette	Date: 6/16/2021



Esri, HERE, Garmin, (c) OpenStreetMap contributors  
TN Comptroller - OLG  
TDOT  
State of Tennessee, Comptroller of the Treasury, Office of Local Government  
(OLG)

The property lines are compiled from information maintained by your local county Assessor's





## AGENDA ACTION FORM

### Reject the Bid for the Riverfront Park Pedestrian Bridge Repairs Project

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

Action Form No.: AF-234-2021  
 Work Session: July 19, 2021  
 First Reading: NA

Final Adoption: July 20, 2021  
 Staff Work By: Committee  
 Presentation By: R. McReynolds

#### Recommendation:

Approve the Resolution

#### Executive Summary:

Bids were opened on June 29, 2021 for the Riverfront Park Pedestrian Bridge Repairs Project. While there were several interested bidders at the pre-bid conference, only one (1) bid was received for this project, which is somewhat a recurring theme in the current bidding climate. Obtaining bids on projects is presenting difficulties for many as the available labor force appears to be very low. The labor shortage along with slowly normalizing material prices are also affecting the current market.

It is recommended to reject the bid from King General Contractors, Inc. for this project in the total amount of \$211,440.00 (which is over double the estimate), and re-advertise the project at a later date. It is expected to attract more bidders and more competitive pricing as the bidding climate returns to a more normal condition.

#### Attachments:

1. Resolution
2. Bid Opening Minutes

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

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

A RESOLUTION REJECTING ALL BIDS RELATED TO THE  
RIVERFRONT PARK PEDESTRIAN BRIDGE PROJECT

WHEREAS, bids were opened June 29, 2021, for the Riverfront Park Pedestrian Bridge Repairs Project; and

WHEREAS, only one bid was received for this project, which was double the estimate of the project, and therefore the city wants to reject all bids.

Now therefore,

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

SECTION I. That all bids opened June 29, 2021, for the Riverfront Park Pedestrian Bridge Repairs Project are rejected.

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

ADOPTED this the 20th day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

MINUTES  
BID OPENING  
June 29, 2021  
4:00 P.M.

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

The Bid Opening was held in the Conference Room 436, City Hall.

The Procurement Manager opened with the following bids:

City of Kingsport – Repairs to Existing Pedestrian Suspension Bridge, Riverfront Park to the Long Island of the Holston	
Vendor:	Total Cost:
King General Contractors, Inc.	\$211,440.00

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



## AGENDA ACTION FORM

### Authorizing the Mayor to Sign All Documents Necessary and Proper to 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-235-2021  
 Work Session: July 19, 2021  
 First Reading: NA

Final Adoption: July 20, 2021  
 Staff Work By: Staff  
 Presentation By: McCartt/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, received by the City, in the amount of \$31,250.

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

On May 18, 2021 this matter was brought before the BMA where it received a 3-3 vote. Because the item failed, the original agreement must be modified in order to be reconsidered by the BMA. At the request of Mayor Shull, City Attorney Billingsley along with City Manager McCartt have amended the original agreement, which can be seen in the attached resolution, for consideration by the BMA.

#### Attachments:

1. Resolution
2. Supplemental Information

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
Cooper	—	—	—
Duncan	—	—	—
George	—	—	—
Montgomery	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—



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

A RESOLUTION APPROVING A 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 July, 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 benefitting 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 Sullivan County, or Washington County, or Johnson City, Tennessee. The matching funds must be received within twelve months of May 18, 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 and associated equipment 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 be used year round only on the Holston River channel of Boone Lake, and on Fort Patrick Henry Lake, as hereinafter described.

6. BLA shall use the skimmer on Fort Patrick Henry Lake upon request of City, through its city manager, and no reasonable request by the City shall be refused by BLA. Notwithstanding the preceding sentence BLA shall use the skimmer of Fort Patrick Henry Lake a minimum of fourteen (14) days each year, which includes the days the skimmer is used at the request of the City on Fort Patrick Henry Lake.

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 20th day of July, 2021.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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J. MICHAEL BILLINGSLEY, CITY ATTORNEY

\$31,250.00



*Watching  
the Waters*

**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:

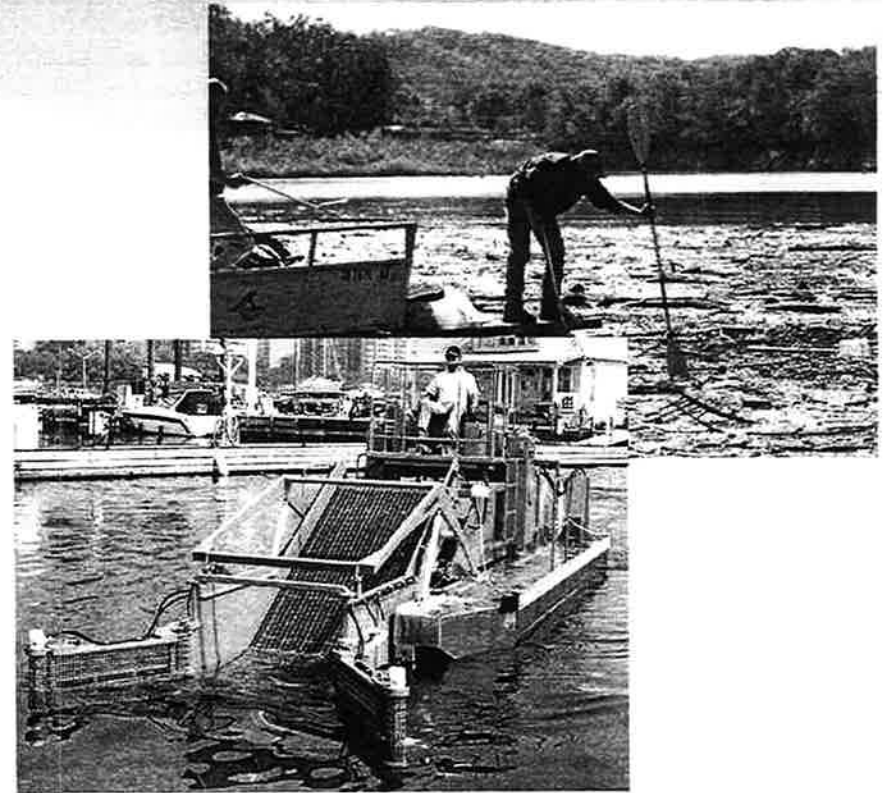
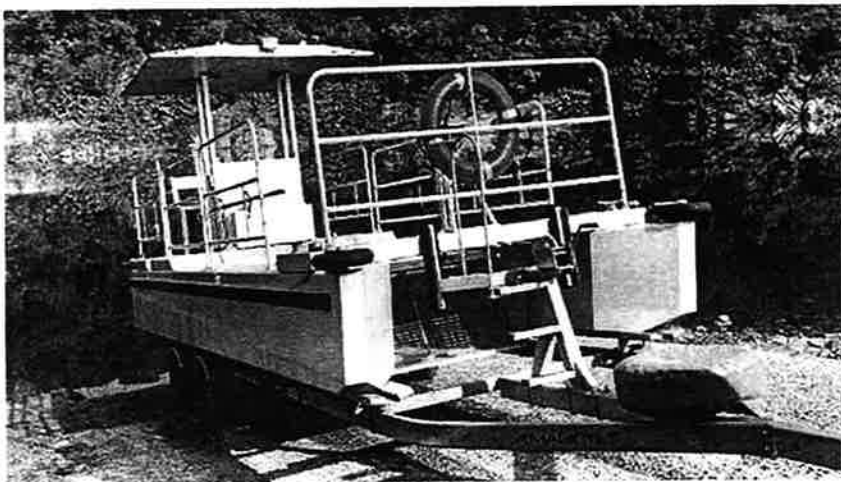
2 Pontoons, 2 Skiffs, Fish Nets

### \* Proposed Options:

\* Do Nothing: \$0.0

\* Hydraulic Skimmer: \$750K+

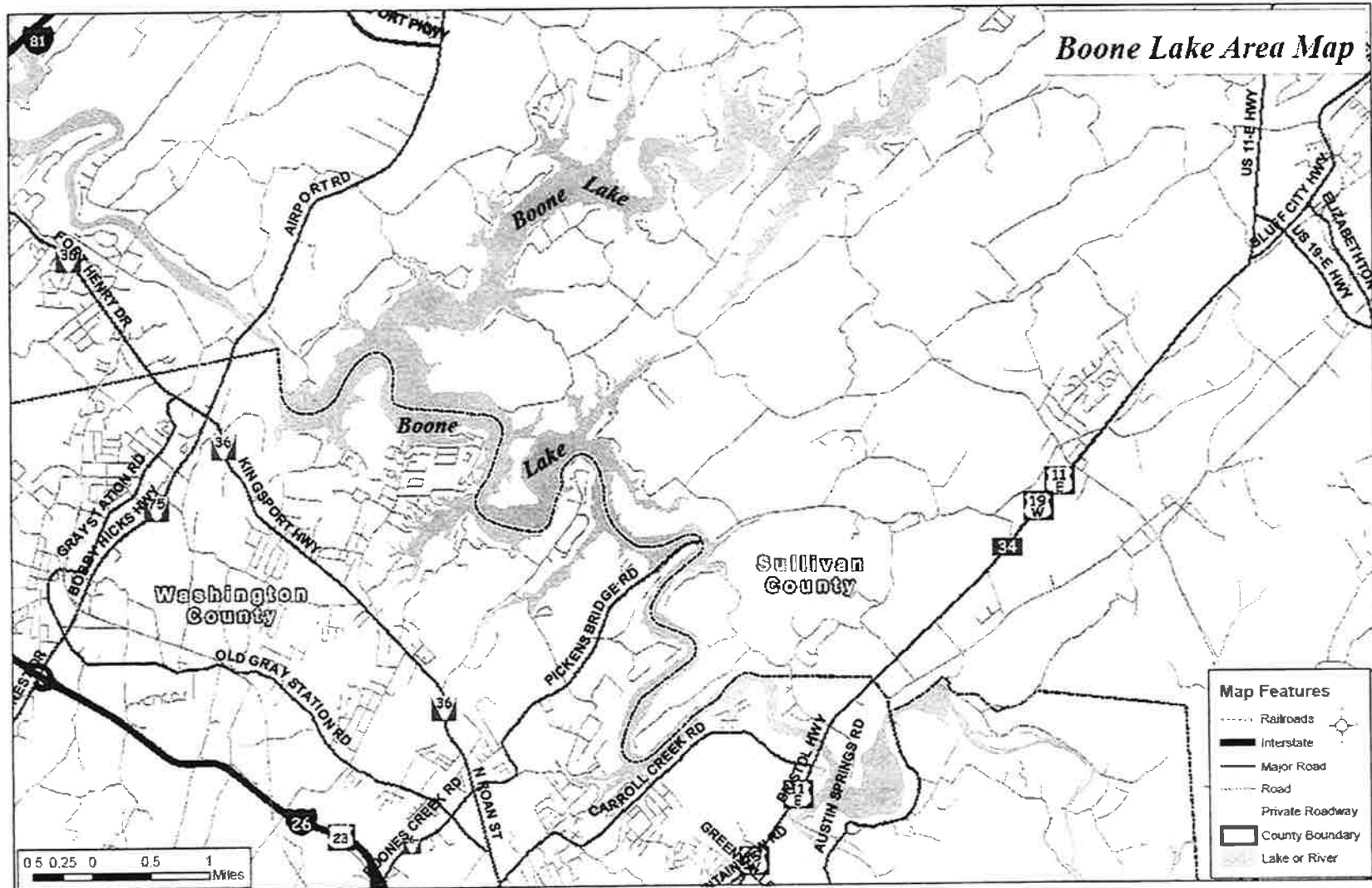
\* Basket Skimmer: \$125K







# 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**



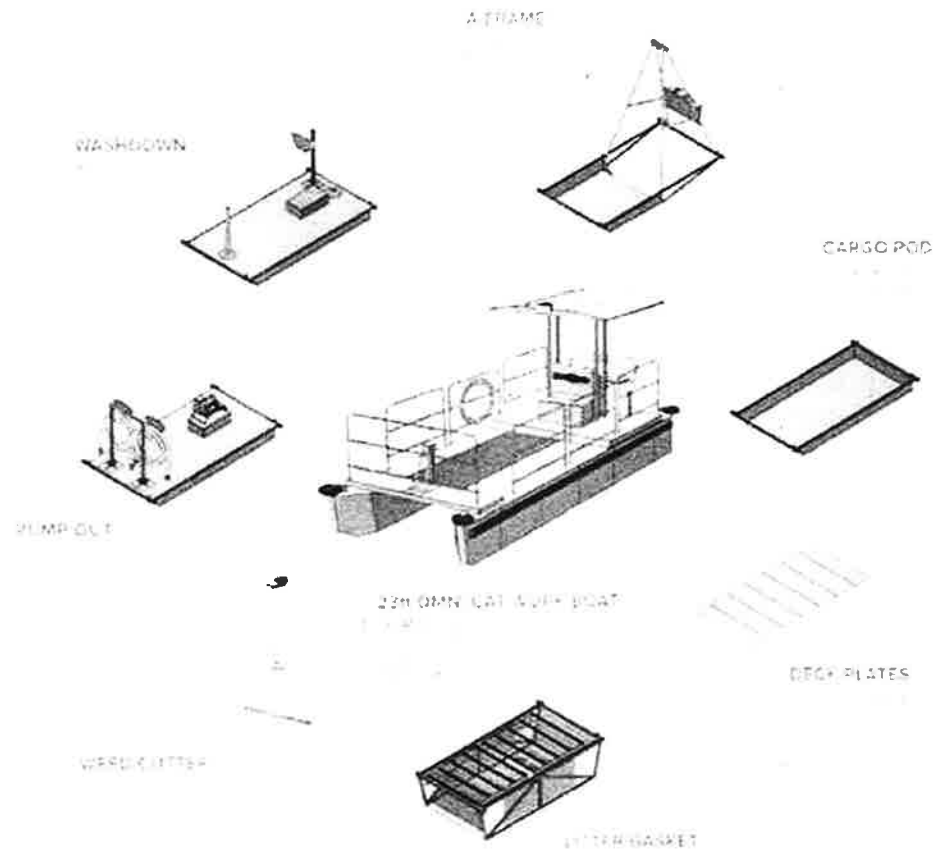


Boone Lake  
Association

# 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 &amp; 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

### Authorize Mayor to Approve Settlement in Opioid Litigation

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

Action Form No.: AF-236-2021  
 Work Session: July 19, 2021  
 First Reading: N/A

Final Adoption: July 20, 2021  
 Staff Work By: McCart/Billingsley  
 Presentation By: Chris McCart

### Recommendation:

Approve the Resolution

### Executive Summary:

The city is a participant in the opioid litigation currently pending in the Law Court at Kingsport, Tennessee. The accompanying resolution authorizes the Mayor, upon consultation with retained counsel, the city manager and city attorney to approve any terms or agreements as part of the settlement of the case.

### Attachments:

1. Resolution
2. Supplemental Information

Funding source appropriate and funds are available: N/A

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: N/A

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

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

A RESOLUTION AUTHORIZING THE MAYOR UPON CONSULTATION WITH RETAINED COUNSEL, THE CITY MANAGER, AND CITY ATTORNEY TO APPROVE ANY TERMS OR AGREEMENTS WHICH RESOLVE THE CITY'S INTEREST IN THE OPIOID LITIGATION AND TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, in 2017 District Attorney General Barry Staubus, as the duly elected District Attorney General for the Second Judicial District of the State of Tennessee, brought suit pursuant to the Tennessee Drug Dealer Liability Act; and

WHEREAS, this litigation is commonly referred to as the opioid litigation; and

WHEREAS, due to the complex nature of the opioid litigation and time being of the essence in any litigation, a certain degree of flexibility is required with regards to the ability to agree upon settlement terms.

Now therefore,

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

SECTION I. That the board authorizes the mayor, upon consultation with retained counsel, the city manager and the city attorney to agree to settlement terms in order to resolve the lawsuit.

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 all documents to include settlement agreements and orders necessary and proper, and to take such other acts as necessary to effectuate the purpose of this resolution.

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

ADOPTED this the 20th day of July, 2021.

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

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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

## **SUPPLEMENTAL INFORMATION**

Resolution 2021-201



## AGENDA ACTION FORM

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

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

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

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

#### Recommendation:

Approve the Resolution

#### Executive Summary:

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

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

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

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

#### Attachments:

1. Resolution

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

## **RESOLUTION NO. 2021-201**

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

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

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

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

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

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

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

Now therefore,

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

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

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

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

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

**SECTION V.** That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a retainer agreement with the law firm of Branstetter, Stranch and Jennings, PLLC and Barry Staubus, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said agreement being generally as follows:

#### **RETAINER AGREEMENT**

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

**Services to be Rendered:**

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

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

**Cost of Services:**

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

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

**Risk of Legal Action:**

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

[Acknowledgements Deleted for Inclusion in this Resolution]

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

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

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

ADOPTED this the 20<sup>th</sup> day of April, 2021.

ATTEST:

The seal of the City of Kingsport, Tennessee, is circular. It features a central sunburst design with the year "1917" below it. The words "KINGSPORT" and "TENNESSEE" are arched across the top, and "CITY" is at the bottom. The entire seal is surrounded by a decorative border.  
Angela Marshall  
ANGELA MARSHALL  
Deputy City Recorder

Patrick W. Shull  
PATRICK W. SHULL, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley  
J. MICHAEL BILLINGSLEY, City Attorney