



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

**Monday, April 18, 2022, 4:30 p.m.
City Hall, 415 Broad Street, Board Room**

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
John Rose, Economic Development Director
Adrienne Batara, Public Relations Director
Tyra Copas, Human Resources Director

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

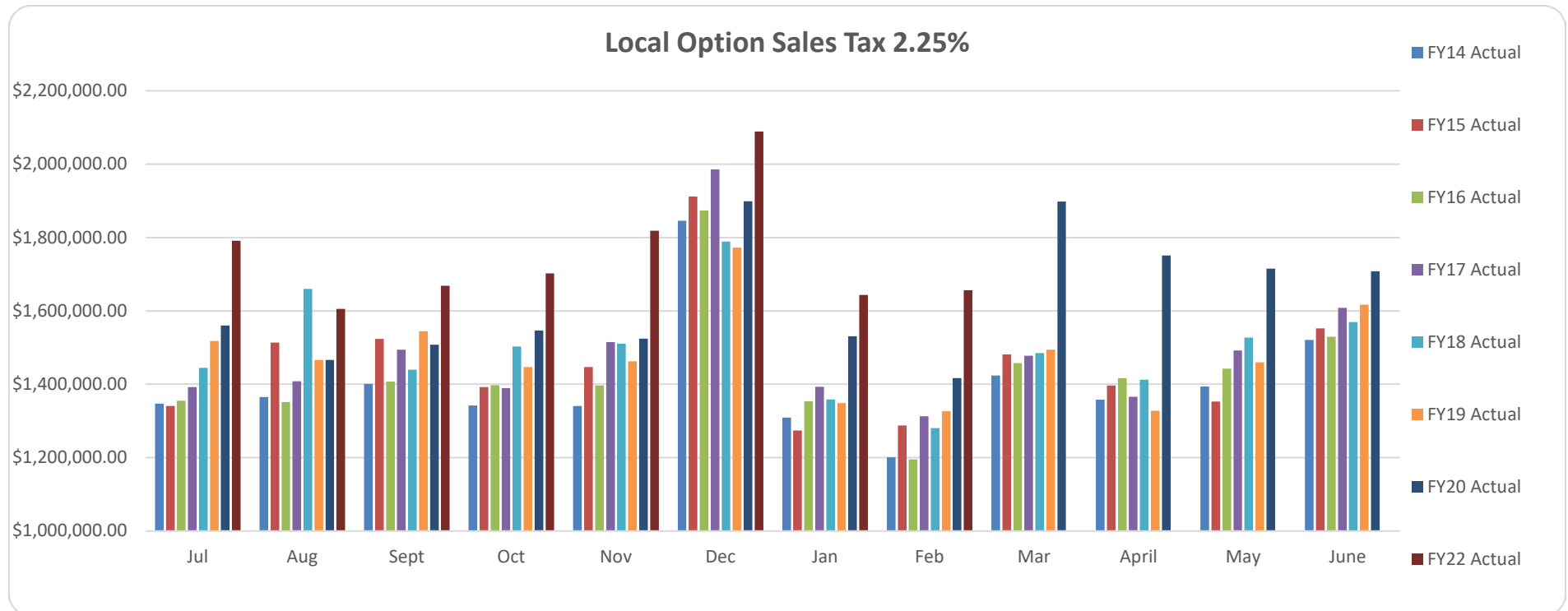
1. Call to Order
2. Roll Call
3. KEDB/NETWORKS Quarterly Update – Craig Denison & Clay Walker
4. Annexation Process – Ken Weems
5. Review of items on April 19, 2022 Business Meeting Agenda
6. Adjourn

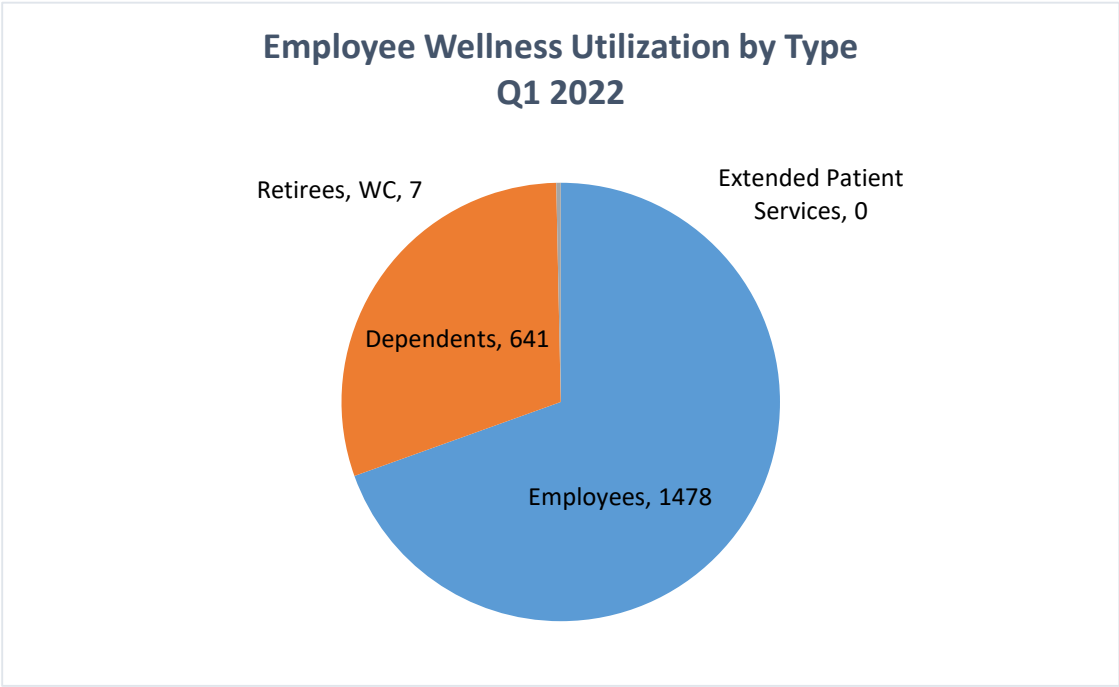
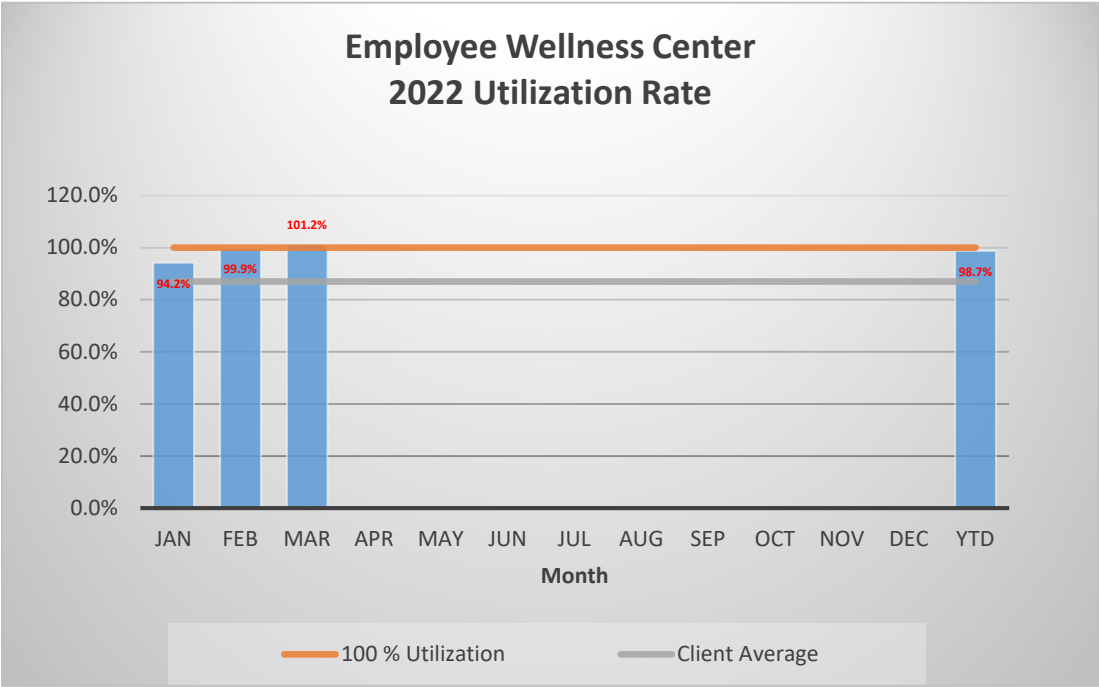
Next Work Session, Monday, May 2, 2022, 4:30 p.m.

Local Option Sales Tax 2.25%

February 2022

	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY22 Revised Budget	Over/Under FY22 Budget	% Over/Under FY22 Budget	Over/Under FY21 Actual	% Over/Under FY21 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	\$1,791,460.48	\$1,791,460.00	\$0.48	0.00%	\$231,428	14.83%
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	\$1,605,188.64	\$1,605,188.00	\$0.64	0.00%	\$139,055	9.48%
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	\$1,668,359.84	\$1,668,359.00	\$0.84	0.00%	\$160,237	10.62%
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	\$1,702,507.26	\$1,702,507.00	\$0.26	0.00%	\$155,950	10.08%
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	\$1,818,738.26	\$1,818,738.00	\$0.26	0.00%	\$294,252	19.30%
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	\$2,088,757.00	\$2,088,757.00	\$0.00	0.00%	\$189,871	10.00%
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	\$1,643,547.05	\$1,530,774.00	\$112,773.05	7.37%	\$112,772	7.37%
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	\$1,656,365.50	\$1,416,700.00	\$239,665.50	16.92%	\$239,619	16.91%
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		\$1,811,756.00				
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		\$1,750,965.00				
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		\$1,715,204.00				
June	\$1,552,713.00	\$1,529,681.13	\$1,608,149.00	\$1,571,086.24	\$1,617,153.10	\$1,707,660.22		\$1,707,660.00				
Total	\$17,474,902.41	\$17,177,048.93	\$17,834,085.40	\$17,982,773.35	\$17,784,091.34	\$19,523,926.50	\$13,974,924.03	\$20,608,068.00	\$352,441.03	3.04%	\$1,523,184	12.33%





Notes: Change from CareHere to Premise Health April 18, 2022
Premise Health offers a more robust reporting platform which should provide enhanced data to allow the COK to capture a truer picture of our utilization rate.

BMA Report, April 19, 2022



Workers' Compensation, John Burkholder

For the month of March 2022, the City had six workers' compensation claims. Two employees lost time. Kingsport City Schools had four workers' compensation claims. One lost time, before returning to duty.

City of Kingsport

April 19, 2022

Project Status in Pictures

1 Scott Adams Memorial Skate Park

The parking area has been prepped and is ready for pavement. Concrete work on the park is nearly complete.

3 Allandale Paving

GRC has finished the paving at Allandale Mansion and only final touches on the project remain.

2 Swinging Bridge

Contractor is focused on removing the decking to expose the damaged sections.

4 Pickleball - Lynn View

The site of the pickleball court and half-court basketball court has been dug up and new subgrade is being placed.



Status Updates on Active Projects sorted by Cost

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$13,500,000.00	Ryan McReynolds	SR 347 (Rock Springs Road) [State & MTPO funded]	TDOT Managed, joint funded reconstruction of the State portion of Rock Springs Road	12/31/2022	TDOT expects to have a Public Hearing Spring to Summer 2022.
\$10,000,000.00	Michael Thompson	Main Street Rebuild	The reconstruction of Main Street from Sullivan Street to Clay Street. [City & MTPO Funded]	7/1/2024	Utility Certification received. Bid advertisement submitted to TDOT for review 3/2/22. Revised Construction plans submitted to TDOT for ROW Certification 3/2/22.
\$4,000,000.00	Michael Thompson	Brickyard Park Bicycle-Pedestrian Bridge	Bicycle-Pedestrian bridge over the CSX Railroad at Centennial Park connecting downtown Kingsport to the Brickyard Park Development. Design funded 80% Fed./ 20% Local via STB Grant and Construction is funded 75% Fed./ 25% Local via TA Grant.	12/31/2024	Consultant has submitted NEPA document and is now working on the TDOT requested addition of an historical/architectural assessment.
\$3,500,000.00	Michael Thompson	Island Road Improvements from SR-126 to Kingsport City Limits	This project will realign Island Road to the southeast to improve vertical and horizontal roadway geometry for better traffic management and safety. The remaining unused portion of Island Road will be converted into a separated buffered multi-use path co	4/30/2024	Received approved NEPA document from TDOT on 4/7/2022. Awaiting NTP for Design Phase.
\$3,000,000.00	Chad Austin	Water Meter Replacement	Replacement and upgrade of water meters. Meters were installed around 2009 and the batteries are now beginning to fail. The new meters will allow us to take readings over the air, upgrading our drive by reading system.	5/3/2022	Contractor has installed 7,626 meters to date. Project is 63.5% complete.
\$2,500,000.00	Michael Thompson	2021 Main Road Paving (MTPO Funded)	Paving of functionally classified roadways: Meadowview Pkwy, Moreland Dr, Cooks Valley, Fall Creek and Netherland Inn Road	11/1/2022	Consultant is working thru TDOT comments on design phase and has begun coordinaton with utility companies.
\$2,300,000.00	Ryan McReynolds	Justice Center Renovations	Renovations and expansion of Justice Center that will accommodate court space and county offices currently residing in City Hall.	12/31/2022	Architect is working on plans and having discussions with staff.
\$1,866,441.00	Kitty Frazier	Scott Adams Memorial Skatepark	Construction of new skatepark at Brickyard Park.	4/30/2022	Skate Park features concrete work is complete. Current work includes preparing the parking lot for paving.
\$1,200,000.00	Chad Austin	Washington Co Water Task Force - waterline extension	Washington County is funding waterline extensions throughout their county. This project will provide upgraded or new service to residents along Double Springs Rd, Deakins Rd, and Hunt Rd, all in the Fall Branch area.	8/31/2022	Engineering division is surveying project area
\$1,044,000.00	Kitty Frazier	Kingsport Greenbelt Extension from Rotherwood Drive to Lewis Lane	This project will build an extension of the Kingsport Greenbelt walking and biking path west from the end of the current Greenbelt at Rotherwood Drive to Lewis Lane on West Stone Drive (State Route 1).	5/31/2024	City has deposited funds into the LGIP and TDOT has issued the work order for Design.

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\$850,000.00	Chad Austin	ETSU @ Valleybrook Farm sewer extension	Approximately 5,000 ft extension of sewer to Valleybrook Farm facility owned by ETSU. Project is funded through grant from Appalachian Regional Commission and Washington County.	12/31/2022	Meeting with property owners about easements.
\$549,348.00		Area 9 - Contracted Paving (Lynn Garden Paving)	Paving of select roadways on eastern side of Lynn Garden Drive. Roadways include Mullins Street, Virginia Street, Kyle Street, Walker Street and Goal Street.	5/27/2022	Preconstruction meeting was held on 3/24. Contractor anticipates starting work the week of 4/25.
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc		Scheduled for construction in FY24
\$242,424.00	Kitty Frazier	Allandale Driveway/Entrance/Parking - Road Repair/Paving	Improvements to the Allandale campus including landscaping and paving of driveways.	4/22/2022	Project is substantially complete. Cleanup, seeding, and stablization remain.
\$188,900.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	5/28/2022	Construction started on April 11. Contractor focusing on removing the decking to expose the damaged sections.
\$148,934.00	Kitty Frazier	Riverview Park/VOD - Pickleball Courts: Phase 2	This phase will include the addition of two new courts, fencing improvements and ADA accessibility.	4/29/2022	Fence work is ongoing. Court resurfacing to begin soon.
\$142,550.00	Chad Austin	2021 Sewer Manhole Rehabilitation Project	Project will consist of rehabilitation of 44 sanitary sewer manholes with an estimated total vertical depth of approximately 350 feet.	4/4/2022	42 manholes completed. There are 2 remaining manholes to complete project.
\$60,000.00		Traffic Signal Shed	Shed for signal materials	4/30/2022	Work continues with possible completion in next few weeks.
\$49,810.00	Shirley Buchanan	Renaissance Center - Wood Shop Dust Collection System	Installation of new dust collection system at the Renaissance Center.	5/27/2022	Contractor is still awaiting delivery of all equipment/materials. Project expected to begin in mid to late April.
	Borders, Michael	Collar Replacement	Collar replacement for all 18 holes at Cattails at Meadowview		In the process of engaging company for design services with anticipated completion of mid-August.
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Pre-Construction Meeting held with Path Const. on 4/7. Contractor to start site utilites in May.
	Chris Markley	Archives Move and Demo	Move Archives into the new city hall and demo existing Archives space, shelving, and cage at the Library.	6/30/2022	Installation of mobile system and shelving is scheduled for April 25. Textile racks are scheduled to ship the week of May 2, with art rack scheduled to ship the week of June 3.
	Kitty Frazier	Bike Park at Brickyard	New Bike Park in the vicinity of the new Skate Park.		Design process is at 60% review.

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	Kitty Frazier	Project Diabetes - Phase 3	Phase 3 of the Diabetes grant will provide a pickleball court and a half-court basketball court at the Lynn View Community Center.	6/30/2022	Construction to begin 4/3/2022
	Kitty Frazier	Riverbend Park - Phase 1	New park at the Riverbend area.		Project bids were received and are currently being evaluated.
	Michael Borders	Bays Mountain Park Amphitheater	Construction of new amphitheater at Bays Mountain		Designs are complete. Project is estimated to bid Spring 2022. BMP staff are working on alterations to animal habitats.
	Michael Borders	MeadowView Roof Replacement	Partial Re-Roofing of the MeadowView Conference Resort & Convention Center		Design contract has been executed.
	Shirley Buchanan	Senior Center Atrium Improvements	Improvements to the Atrium at the Renaissance Center to improve functionality		Work is being done to level floor where drains are under the location of the planters.

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AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, April 19, 2022, 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

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Adrienne Batara, Public Relations Director
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Ryan McReynolds, Deputy City Manager
Jessica Harmon, Assistant to City Manager
Dale Phipps, Police Chief
Scott Boyd, Fire Chief
John Morris, Budget Director
John Rose, Economic Development Director

I. CALL TO ORDER

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

II.B INVOCATION – Pastor Adam Love, Mafair United Methodist Church

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Recognition of Dobyngs-Bennett Wrestling & Basketball Teams
(Mayor Shull & Alderman Olterman)
2. Proclamation: Sexual Harassment Awareness Month (Vice Mayor George)
3. Proclamation: National Therapy Animal Day-April 30 (Alderman Phillips)

IV.B. APPOINTMENTS

None

V. APPROVAL OF MINUTES

1. Work Session – April 7, 2022
2. Business Meeting – April 8, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:102-2022) (Chris McCartt)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of an Ordinance to Amend the FY 2022 the General Purpose School Fund and the General Project Fund Budgets (AF:93-2022) (David Frye)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance Authorizing the Mayor to Execute Documents Necessary to Accept Easements and Right-of-Ways for Which the Board has Adopted an Approval of Offer (AF:94-2022) (Michael Billingsley)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:82-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
4. Enter into an Amendment to the Materials Agreement with Carla Karst, Related to the Cox Valley Development (AF:67-2022) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption
5. Consideration of an Ordinance Amending the Zoning Code by Removing Color Type Restrictions from the Decorative Lighting Ordinance, Sec 114-537 (AF:83-2022) (Ken Weems)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. A Resolution Authorizing the City Manager to Execute a Purchase Order for One (1) Hazmat Truck Utilizing Sourcewell Cooperative Purchasing Agreement (AF:106-2022) (Chief Boyd/Steve Leonard)
 - Resolution

Revised 4-19-22

2. Approve up to \$250,000 in Matching Funds to Petworks Animal Services, Inc.'s New Facility Capital Campaign (AF:103-2022) (Chris McCartt)
 - Resolution
3. A Resolution to Approve a \$150,000 Donation of Visitors Enhancement Funds to the Netherland Inn/Exchange Place Association, Inc. for Repairs to and Maintenance of the Facilities (AF:104-2022) (Chris McCartt)
 - Resolution

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

VII. CONSENT AGENDA

1. A Resolution Awarding the Bid of School Nutrition Services Commodity Processing for Eggs to Michael Foods, Inc., and Authorizing the City Manager to Execute An Agreement with Michael Foods, Inc. (AF:96-2022) (David Frye)
 - Resolution
2. A Resolution Awarding the Bid for School Nutrition Services Chemicals to Summers Industrial and Authorizing the Mayor to Execute an Agreement with Summers Industrial (AF:97-2022) (David Frye)
 - Resolution
3. A Resolution Approving an Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds (AF:99-2022) (Ryan McReynolds)
 - Resolution
4. A Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits (AF:101-2022) (Ryan McReynolds/Steve Leonard)
 - Resolution
5. A Resolution to Accept a Donation from the Bays Mountain Park Association for Various Projects at Bays Mountain Park (AF:86-2022) (Michael Borders)
 - Resolution
6. A Resolution to Ratify the Mayor's Signature on a Walters State Community College Facilities Use Agreement (AF:108-2022) (Chief Phipps)
 - Resolution
7. A Resolution Renewing the Proposal for the Concession Food Service Distributor at the Kingsport Aquatic Center to H.T. Hackney Company (AF:107-2022) (Michael Borders)
 - Resolution

8. Approve the Non-Renewal of the Agreement with B&E, Inc., d/b/a Tri-State Claims, the City's Third Party Administrator for its Workers' Compensation Program (AF: 109-2022) (John Burkholder)

- Resolution

Added 4/18/22

9. Approve Permit for a Carnival to Operate Temporarily at 4540 University Boulevard (AF: 110-2022) (Ken Weems)

- Resolution

VIII. COMMUNICATIONS

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

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

IX. ADJOURN

Minutes of the Regular Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Monday, April 4, 2022, 4:30 PM
City Hall, Boardroom, 415 Broad Street

PRESENT: Board of Mayor and Aldermen
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Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall.
3. **LIBRARY PRESENTATION.** Chris Markley, Library Manager, gave a presentation on this item, noting this is National Library Week. She provided a brief history on their space and gave details on why renovations need to be made at the facility. She noted there are many constraints to programs provided as the services continue to change. There are also several concerns regarding ADA compliance. Some discussion followed as Chris answered questions from the board.
4. **REVIEW OF AGENDA ITEMS ON THE APRIL 5, 2022 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.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, April 4, 2022

VI.A.1 Amend the Zoning Code by Removing Color Type Restrictions from the Decorative Lighting Ordinance, Section 114-537 (AF: 83-2022). Planning Manager Ken Weems explained the premise behind this code amendment, noting there has been a lot of support and no opposition.

VI.A.2 Consideration of the Draft Annual Action Plan for the Housing and Community Development Program and Conduct a Public Hearing to Afford Interested Citizens the Opportunity to Offer Input Concerning the Annual Action Plan (AF: 92-2022). City Planner Jessica McMurray presented this item and explained the details of the application and funding process for the action plan as well as the structure for the city's allocations. Discussion ensued.

VI.B.1 Amend the FY22 General Purpose School Fund and the General Project Fund Budgets (AF: 93-2022). Vice-Mayor George commented on the costs that were not available at the recent joint work session. Alderman Phillips agreed pointing out he didn't feel like the BMA and the BOE were on the same page regarding facilities and needs.. There was considerable discussion.

VI.D.8 Bid Award for Purchase of Water & Wastewater Chemicals (AF: 79-2022). City Manager McCartt commented there was over 150% increase to the costs of many of these items due to inflation.

Alderman Phillips commented we will be dealing with a lot of money for projects, schools and employee pay in the near future. He suggested more in depth discussion on each item before it actually comes before the board as they can affect other aspects of the city. Vice-Mayor George commented on the upcoming budget. Mayor Shull commented on the mayor's term being two years where the alderman are four and asked the board to consider changing the mayor's term to four years as well, stating it currently puts the mayor at a disadvantage. Vice-Mayor George mentioned the reasons behind the two year term, noting it is prevalent throughout the state and wanted to see what more cities do. Alderman Cooper pointed out it puts the aldermen on an uneven playing field.

5. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:22 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, April 5, 2022, 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 Betsy Cooper

Alderman Darrell Duncan

Alderman Paul Montgomery

Alderman James Phillips

City Administration

Chris McCartt, City Manager

J. Michael Billingsley, City Attorney

Lisa Winkle, Treasurer/City Recorder

Angie Marshall, City Clerk/Deputy City Recorder

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

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG: City Planner Jessica McMurray.

II.B. INVOCATION: Billy Pearson, Central Baptist Church.

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

IV.A. RECOGNITIONS AND PRESENTATIONS.

1. Sharon Brown – Alderman Cooper.

IV.B. APPOINTMENTS/REAPPOINTMENTS. None.

V. APPROVAL OF MINUTES.

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

A. March 7, 2022 Regular Work Session

B. March 8, 2022 Regular Business Meeting

C. March 22, 2022 Called Joint Work Session

D. March 25, 2022 Called Business Meeting

Approved: All present voting “aye.”

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 5, 2022**

1. Amend the Zoning Code by Removing Color Type Restrictions from the Decorative Lighting Ordinance, Section 114-537 (AF: 83-2022) (Ken Weems).

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

Motion/Second: Duncan/Cooper, to pass:

AN ORDINANCE AMENDING CHAPTER 114, ARTICLE IV, SECTION 537 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO DECORATIVE LIGHTING; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE
Passed on first reading: All present voting “aye.”

2. Consideration of the Draft Annual Action Plan for the Housing and Community Development Program and Conduct a Public Hearing to Afford Interested Citizens the Opportunity to Offer Input Concerning the Annual Action Plan (AF: 92-2022) (Jessica McMurray).

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

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. Amend the FY22 General Purpose School Fund and the General Project Fund Budgets (AF: 93-2022) (David Frye).

Motion/Second: Montgomery/George, to pass:

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

2. Authorize the Mayor to Execute Documents Necessary to Accept Easements and Right-of-Ways for Which the Board has Adopted an Approval of Offer (AF: 94-2022) (Michael Billingsley).

Motion/Second: George/Duncan, to pass:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT EASEMENTS AND RIGHT-OF-WAYS FOR WHICH THE BOARD OF MAYOR AND ALDERMAN HAS ADOPTED AN APPROVAL OF OFFER; 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, April 5, 2022**

3. Budget Ordinance for Various Funds in FY22 (AF: 82-2022)
(Chris McCartt).

Motion/Second: Phillips/George, to pass:

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

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

4. Authorize the Mayor to Sign All Documents Necessary to Enter into an Amendment to the Materials Agreement with Carla Karst Related to the Cox Valley Development (AF: 67-2022) (Ryan McReynolds).

Motion/Second: Duncan/Montgomery, to pass:

Resolution No. 2022-190, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MATERIALS AGREEMENT WITH CARLA KARST RELATED TO THE COX VALLEY DEVELOPMENT AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

Motion/Second: Phillips/Montgomery, to pass:

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COX VALLEY MATERIALS AGREEMENT PROJECTS (WA2259 AND SW2259); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Budget Adjustment Ordinance for Various Funds in FY22 (AF: 60-2022) (Chris McCartt).

Motion/Second: George/Cooper, to pass:

ORDINANCE NO. 7001, AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Appropriate Funding from the Criminal Forfeiture Fund and the Drug Fund to Establish a Project for the Police Department (AF: 65-2022) (Chief Phipps).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 5, 2022**

Motion/Second: Duncan/Phillips, to pass:

ORDINANCE NO. 7002, AN ORDINANCE TO AMEND THE VARIOUS FUND BUDGETS FOR THE YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Budget Ordinance to Transfer Funds for Replacement of Sewer Lift Stations #108 Oak Glen Drive, #307 Lakeside Drive and #308 Cooks Valley Road (AF: 63-2022) (Ryan McReynolds)

Motion/Second: George/Phillips, to pass:

ORDINANCE NO. 7003, AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

D. OTHER BUSINESS.

1. Authorize the Mayor to Execute a Contract with Brown, Edwards and Company, LLP to Audit the Financial Statements of the City of Kingsport for FY22 with Expected Annual Renewals for FY23-24 (AF: 78-2022) (Lisa Winkle).

Motion/Second: George/Duncan, to pass:

Resolution No. 2022-191, A RESOLUTION APPROVING AN AGREEMENT WITH BROWN, EDWARDS, AND COMPANY, LLP FOR AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2022, 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.”

2. Authorize the Purchase of One 35-Ton Lowboy Trailer Utilizing Sourcewell Cooperative Purchasing Agreement (AF: 77-2022) (Ryan McReynolds/Steven Leonard)

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-192, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO GLOBE TRAILER MANUFACTURING INC. UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 121918-GLB FOR ONE 35 TON LOWBOY TRAILER FOR THE PUBLIC WORKS DEPARTMENT

Passed: All present voting “aye.”

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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3. Authorize Purchase Orders for Janitorial and Maintenance, Repair and Operations Supplies/Equipment for FY23 (AF: 80-2022) (Ryan McReynolds).

Motion/Second: Duncan/Cooper, to pass:

Resolution No. 2022-193, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS WITH THE HOME DEPOT PRO FOR VARIOUS JANITORIAL AND MAINTENANCE, REPAIR AND OPERATION ITEMS DURING FISCAL YEAR 2023

Passed: All present voting “aye.”

4. Award Blanket Order for the Purchase of Turnout Gear from Safe Industries (AF: 68-2022) (Chief Boyd).

Motion/Second: Phillips/Montgomery, to pass:

Resolution No. 2022-194, A RESOLUTION AWARDDING THE PROPOSAL FOR THE PURCHASE OF TURNOUT GEAR TO SAFE INDUSTRIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET ORDER FOR THE SAME FOR USE BY THE KINGSFORT FIRE DEPARTMENT

Passed: All present voting “aye.”

5. Amend Agreement for Architectural Services for the Justice Center Master Planning (AF: 69-2022) (Ryan McReynolds).

Motion/Second: George/Phillips, to pass:

Resolution No. 2022-195, A RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CAIN RASH WEST ARCHITECTS FOR IMPROVEMENTS TO THE JUSTICE CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting “aye.”

6. Approve Purchase of Property Located at 300 East Industry Drive (AF: 76-2022) (Ryan McReynolds).

Motion/Second: Montgomery/Duncan, to pass:

Resolution No. 2022-196, A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY FOR A SANITATION AND RECYCLING CONVENIENCE CENTER; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

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**7. Professional Service Agreement with CDM Smith for
Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC)
6 Replacement Project (AF: 88-2022) (Ryan McReynolds).**

Motion/Second: George/Cooper, to pass:

Resolution No. 2022-197, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS MCC-6 REPLACEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND THIS RESOLUTION

Passed: All present voting “aye.”

**8. Bid Award for Purchase of Water & Wastewater Chemicals (AF:
79-2022) (Ryan McReynolds).**

Motion/Second: Duncan/George, to pass:

Resolution No. 2022-198, A RESOLUTION AWARDDING THE BID FOR THE PURCHASE OF CHLORINE TO BRENNTAG MID-SOUTH; FOR ZINC ORTHOPHOSPHATE TO CARUS CORPORATION; FOR COAGULANT TO G2O TECHNOLOGIES, INC.; FOR POLYMER TO COASTAL WATER TECHNOLOGY, LLC; FOR HYDROFLUOROSILIC ACID TO PENCCO; AND FOR SODIUM PERMANGANATE TO BRENNTAG MID-SOUTH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting “aye.”

**9. Amend Professional Service Agreement with CDM Smith for the
Wastewater Treatment Plant Electrical Improvements – Main Switchgear Project
(AF: 89-2022) (Ryan McReynolds).**

Motion/Second: Phillips/Cooper, to pass:

Resolution No. 2022-199, A RESOLUTION APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS-MAIN SWITCHGEAR PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT AND THIS RESOLUTION

Passed: All present voting “aye.”

**10. Authorize the Mayor to Sign All Necessary Documents to Apply
for and Receive an Appalachian Regional Commission Grant for Replacement of
the Water Treatment Plant Traveling Screens (AF: 84-2022) (Ryan McReynolds).**

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Motion/Second: Duncan/George, to pass:

Resolution No. 2022-200, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN APPALACHIAN REGIONAL COMMISSION GRANT IN AN AMOUNT UP TO \$500,000 TO ASSIST IN THE REPLACEMENT OF TRAVELING SCREENS AT THE CITY'S WATER INTAKE

Passed: All present voting "aye."

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

Motion/Second: George/Phillips, to adopt:

1. Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a Law Enforcement Agency Highway Safety Grant from the Tennessee Highway Safety Office (THSO) for FY23 (AF: 71-2022) (Chief Phipps).

Pass:

Resolution No. 2022-201, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A HIGHWAY SAFETY GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

2. Authorize the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or his Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office's FY23 Grant (AF: 72-2022) (Chief Phipps).

Pass:

Resolution No. 2022-202, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

3. Authorize the Mayor to Sign All Documents Necessary to Apply for and Receive a FY23 Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program (AF: 73-2022) (Chief Phipps).

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Pass:

Resolution No. 2022-203, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A LAW ENFORCEMENT LIAISON PROGRAM GRANT FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

4. Authorize the Mayor to Execute a Signature Authority Form Allowing the Chief of Police or His Designee to Complete Grant Reports as Required by the Tennessee Highway Safety Office (THSO) for the Tennessee Highway Safety Office FY23 Coordinator Grant (AF: 74-2022) (Chief Phipps).

Pass:

Resolution No. 2022-204, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SIGNATURE AUTHORITY CONSENT FORM AND OTHER DOCUMENTS NECESSARY AND PROPER DESIGNATING THE CHIEF OF POLICE AS THE MAYOR'S DESIGNEE TO EXECUTE GRANT REPORTS AND OTHER DOCUMENTS REQUIRED BY GRANTS FROM THE TENNESSEE HIGHWAY SAFETY OFFICE

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

5. ~~Apply for and Receive the 2022 State of Tennessee Department of Health Project Diabetes Grant~~ (AF: 75-2022) (Michael Borders). This item was pulled from the agenda on April 5, 2022.

6. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF: 62-2022) (Angela Marshall).

Approve:

APPROVE ISSUANCE OF CERTIFICATES OF COMPLIANCE FOR RETAIL FOOD STORES TO SELL WINE

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

7. Amend Chapter 2 - Administration of the City of Kingsport Fee Schedule as Set Out in Resolution 2021-258 (AF: 90-2022) (Lisa Winkle).

Pass:

Resolution No. 2022-205, A RESOLUTION TO AMEND RESOLUTION NO. 2021-258 RATES, FEES AND CHARGES THEREIN ESTABLISHING FEES FOR CHAPTER 2-ADMINISTRATION

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
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8. Authorize the Mayor to Execute a Subrecipient Agreement with the Oasis of Kingsport (AF: 91-2022) (Jessica McMurray).

Pass:

Resolution No. 2022-206, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE OASIS OF KINGSPORT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN FISCAL YEAR 2021-2022

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

9. Amend Chapter 66 – Parks and Recreation of the City of Kingsport Fee Schedule as Set Out In Resolution No. 2021-258 (AF: 87-2022) (Michael Borders).

Pass:

Resolution No. 2022-207, A RESOLUTION TO AMEND RESOLUTION NO. 2021-258 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66-PARKS AND RECREATION

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

10. Authorize the Mayor to Execute All Documents Necessary for School Nutrition Services Credit Card Processing (AF: 70-2022) (David Frye).

Pass:

Resolution No. 2022-208, A RESOLUTION APPROVING SCHOOL NUTRITION SERVICES CREDIT CARD PROCESSING AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

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

11. Accept a Donation of Gift Shop Inventory from the Bays Mountain Park Association (AF: 85-2022) (Michael Borders).

Pass:

Resolution No. 2022-209, A RESOLUTION ACCEPTING A DONATION OF GIFT SHOP INVENTORY FROM THE BAYS MOUNTAIN PARK ASSOCIATION

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

12. Revised Resolution to Conduct an Actuarial Study for the Tennessee Consolidated Retirement System (AF: 95-2022) (Tyra Copas).

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of the City of Kingsport, Tennessee, Tuesday, April 5, 2022**

Pass:

Resolution No. 2022-211, A RESOLUTION TO AUTHORIZE AND APPROPRIATE FUNDS FOR AN ACTUARIAL STUDY TO DETERMINE THE COST(S) ASSOCIATED WITH A POLITICAL SUBDIVISION'S PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED, TITLE 8, CHAPTERS 34-37

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

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt commented on the forest fire in Sevier County and commended the Fire Department for offering assistance when other departments across the state did not answer the call.

B. MAYOR AND BOARD MEMBERS. Alderman Montgomery noted the Neighborhood Commission was off and running and naming upcoming events. Alderman Phillips commented on a recent tour of the new fire training facility. Alderman Duncan congratulated the Fire Department on the new facility and mentioned the next Keep Kingsport Beautiful clean up event. Alderman Cooper mentioned an upcoming fundraiser at Lamplight Theatre and also inquired about large trash items being placed at the road. Deputy City Manager McReynolds provided details regarding this process and clean up week. Vice-Mayor George pointed out the County primary was later this month and encouraged voters to become educated on issues and the candidates. Mayor Shull commented on the drug law suit the city won several months ago and stated he was travelling to Nashville tomorrow with other local leaders to speak to the legislation about how to spend the awarded funds in the region. He also discussed the terms for mayor and alderman, noting his desire to see the mayor's term be four years instead of two to be in line with the aldermen terms. He pointed out the next election wasn't until August of 2024.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:08 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



AGENDA ACTION FORM

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-102-2022
Work Session: April 18, 2022
First Reading: April 19, 2022
Final Adoption: May 3, 2022
Staff Work By: John Morris
Presentation By: C. McCartt

Recommendation:
Approve the ordinance.

Executive Summary:
The General Fund is being amended by transferring \$34,313.00 from the Public Relations line (110-1005-405.20-25) and \$560,687.00 from the Future Appropriations line (110-4890-901.60-01) to the General Projects line (110-4804-481.70-36).

The General Project Fund is being increased by appropriating General Fund dollars in the amount of \$250,000.00 to the Petworks Debt Reduction project (GP2212), \$320,000.00 to the River Bend project (GP1512), and \$25,000.00 to the Senior Center Equipment project (GP2213) and by appropriating Bays Mountain Park Association dollars in the amount of \$57,550.00 to the Fox Den Playground project (GP2214), \$750,000.00 to the BMP Nature Center project (GP2215), and \$3,375.00 to the Fox Habitat project (GP2216).

The Fleet Fund is being increased by \$655,576.00 by increasing the amount taken from Fund Balance to increase the Vehicle Replacement line to cover the ever increasing cost of replacement vehicles.

The Bays Mountain Park Commission Fund is being increased by accepting \$810,925.00 from the Bays Mountain Park Association for transfer to the General Project fund for various projects.

Attachments:
1. Ordinance

Funding source appropriate and funds are available: *JM*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured to be forthcoming and available in time to comply with or meet such contract, agreement, obligation or expenditure: *26*

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

ORDINANCE NO.

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS 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 Fund budget be amended by transferring \$34,313 from the Public Relations line (110-1005-405.20-25) and \$560,687 from the Future Appropriations line (110-4890-901.60-01) to the General Projects line (110-4804-481.70-36).

SECTION II. That the General Project fund be increased by appropriating General Fund dollars in the amount of \$250,000 to the Petworks Debt Reduction project (GP2212), \$320,000 to the River Bend project (GP1512), and \$25,000 to the Senior Center Equipment project (GP2213) and by appropriating Bays Mountain Park Association dollars in the amount of \$57,550 to the Fox Den Playground project (GP2214), \$750,000 to the BMP Nature Center project (GP2215), and \$3,375 to the Fox Habitat project (GP2216).

SECTION III. That the Fleet Maintenance Fund be increased by appropriating \$655,576 from Fund Balance (511-0000-391-01-00) to increase the Replacement Vehicles line (511-5008-501.90-10) to cover increased vehicle purchases.

SECTION IV. That the Bays Mountain Park Commission Fund be increased by accepting \$810,925 from the Bays Mountain Park Association for transfer to the General Project fund for various projects.

Account Number/Description:

General Fund: 110

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-1005-405.20-25 Public Relations	125,000	(34,313)	90,687
110-4804-481.70-36 To General Project Fund	390,110	595,000	985,110
110-4890-901.60-01 Future Appropriations	560,687	(560,687)	0
<i>Totals:</i>	1,075,797	0	1,075,797

General Project Fund: 311

Petworks Debt Reduction (GP2212)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-391.01-00 From General Fund	0	250,000	250,000
<i>Total:</i>	0	250,000	250,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
311-0000-601.90-03 Improvements	0	250,000	250,000
<i>Total:</i>	0	250,000	250,000

River Bend (GP1512)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-334.50-10 KHRA	666,666	0	666,666
311-0000-368.10-47 2014 A GO Bonds	1,099,802	0	1,099,802
311-0000-368.10-66 Series 2019 GO Improvment	134,981	0	134,981
311-0000-368.21-01 Premium From Bond Sale	125,749	0	125,749
311-0000-391.01-00 From General Fund	104,436	320,000	424,436
Total:	2,131,634	320,000	2,451,634

Expenditures:

	\$	\$	\$
311-0000-601.20-23 Arch/Eng/Landscaping Serv	150,000	0	150,000
311-0000-601.40-41 Bond Sale Expense	14,968	0	14,968
311-0000-601.90-01 Land	6,827	0	6,827
311-0000-601.90-03 Improvements	1,959,839	320,000	2,279,839
Total:	2,131,634	320,000	2,451,634

Senior Center Equipment (GP2213)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.01-00 From General Fund	0	25,000	25,000
Total:	0	25,000	25,000

Expenditures:

	\$	\$	\$
311-0000-601.90-04 Equipment	0	25,000	25,000
Total:	0	25,000	25,000

Fox Den Playground (GP2214)

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
<u>Revenues:</u>	\$	\$	\$
311-0000-391.62-00 Bays Mtn. Park Commission Fund	0	57,550	57,550
Total:	0	57,550	57,550

Expenditures:

	\$	\$	\$
311-0000-601.90-03 Improvements	0	57,550	57,550
Total:	0	57,550	57,550

BMP Nature Center (GP2215)**Revenues:**311-0000-391.62-00 Bays Mtn. Park Commission
Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	750,000	750,000
Total:	0	750,000	750,000

Expenditures:

311-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	750,000	750,000
Total:	0	750,000	750,000

Fox Habitat (GP2216)**Revenues:**311-0000-391.62-00 Bays Mtn. Park Commission
Fund

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	3,375	3,375
Total:	0	3,375	3,375

Expenditures:

311-0000-601.90-03 Improvements

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	0	3,375	3,375
Total:	0	3,375	3,375

Account Number/Description:**Fund 511: Fleet Maintenance Fund****Revenues:**

511-0000-392.01-00 Fund Balance Appropriation

Totals

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	6,930,679	655,576	7,586,255
Totals	6,930,679	655,576	7,586,255

Expenditures:

511-5008-501.90-10 Replacement Vehicles

Totals

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
	5,816,099	655,576	6,471,675
Totals	5,816,099	655,576	6,471,675

Account Number/Description:**Bays Mt Park Comm Fund: 612****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
612-0000-341.30-55 Membership Fees	0	25,000	25,000
612-0000-341.30-65 Gift Shop Sales	0	25,000	25,000
612-0000-361.22-00 Int LGIP	300	0	300
612-0000-364.30-00 From Non-Profit Groups	15,000	810,925	825,925
612-0000-392-01-00 Fund Bal Approp	81,200	(50,000)	31,200
Totals:	96,500	810,925	907,425

Expenditures:

	\$	\$	\$
612-4530-473.20-10 Advertising & Publication	0	3,000	3,000
612-4530-473.20-55 Repairs & Maintenance	21,000	(1,000)	20,000
612-4530-473.20-99 Miscellaneous	2,000	(2,000)	0
612-4530-473.30-20 Operating Supplies & Tools	21,000	0	21,000
612-4530-473.30-22 Maintenance Supplies	2,000	0	2,000
612-4530-473.31-90 Inventory Purchases	40,000	0	40,000
612-4530-473.70-36 To General Project	0	810,925	810,925
612-4530-473.90-04 Equipment	10,500	0	10,500
Totals:	96,500	810,925	907,425

SECTION V. 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

Consideration of an Ordinance to 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-93-2022
Work Session: April 4, 2022
First Reading: April 5, 2022

Final Adoption: **April 19, 2022**
Staff Work By: David Frye
Presentation By: D. Frye

Recommendation:

Approve the ordinance.

Executive Summary:

The Board of Education approved fiscal year 2022 budget amendment number four at their meeting on March 8, 2021. This amendment increases the General Purpose School Fund budget by \$5,613,451.00. The estimated revenue for federal and state funds is being increased by \$58,691.00. Other Local Revenue is being increased by \$11,243.00. This is for a donation from the Washington PTA for playground improvements. There is an increase in Fund Balance Appropriation of \$5,535,192.00 to fund a portion of the Sullivan North/Sevier Middle School renovations and the relocation of the Sullivan North cooling tower to Robinson Middle School. There are funds being transferred from nursing and counselor salaries and benefits that will fund a 5% classified pay increase and a portion of the North renovations. This amendment also establishes a new project in the General Project Fund for the relocation of the Sullivan North cooling tower to Robinson Middle School. Funds are also being transferred from the Future School Capital Projects and School Facility Upgrades project to the Sullivan North/Sevier Middle School Renovation project. These funds and the funds being transferred from the School Fund, along with funds currently in the Sullivan North/Sevier Middle School Renovation project will fund that project for a total of \$24,200,000.00.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *Jm*

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

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

ORDINANCE NO. _____

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 KINGSPORT, as follows:

SECTION I. That the General Purpose School Fund Budget be amended by increasing the estimated revenue for Education of the Handicapped Act by \$33,514; the estimated revenue for Other Federal through State by \$7,610; the estimated revenue for Other State Education Revenue by \$17,567; the estimated revenue for Other State Grants by \$8,325; the estimated revenue for Other Local Revenues by \$11,243; the estimated revenue for Fund Balance Appropriations by \$5,535,192. The expenditure budget will be amended by increasing the appropriations for special education expenses by \$33,514; the appropriations for Principals Office-Other Charges by \$8,325; the appropriations for summer learning programs salaries and benefits by \$25,177; the appropriations for various classified employees salaries and benefits accounts by 148,500; the appropriations for Capital Outlay by \$11,243 and by decreasing the appropriations for nursing and counselors salaries and benefits by \$1,160,700. The General Project Fund Budget will be amended by increasing the estimated revenues and appropriations for the Sullivan North/Sevier Middle School Renovations project (GP1733) by \$12,989,210; The estimated revenues and appropriations for the Robinson Cooling Tower project (GP2210) by \$275,000 and by decreasing the estimated revenues and appropriations for the Future School Capital Projects (GP1737) by \$251,069 and the estimated revenues and appropriations for the School Facility Upgrades Project by \$6,065,418.

Fund 141: General Purpose School Fund

<u>Revenues:</u>	\$	\$	\$
141-0000-337-7143 Ed of Handicapped Act	50,000	33,514	83,514
141-0000-337-7590 Other Fed thru State	0	7,610	7,610
141-0000-338-6590 Other State Revenue	400,000	17,567	417,567
141-0000-338-6980 Other State Grants	0	8,325	8,325
141-0000-369-4990 Other Local Revenue	1,111,000	11,243	1,122,243
141-0000-390-0000 Fund Balance Appropriations	1,047,235	5,535,192	6,582,427
<i>Totals</i>	2,608,235	5,613,451	8,221,6686

<u>Expenditures:</u>	\$	\$	\$
141-7150-721-0429 Sp Ed – Inst Supplies	80,000	5,014	85,014
141-7250-782-0399 Sp Ed – Contracted Services	5,000	5,000	10,000
141-7653-871-0790 Sp Ed – Capital Outlay	4,000	23,500	27,500
141-7216-801-0599 Prin Office – Other Charges	0	1,600	1,600
141-7220-801-0599 Prin Office – Other Charges	0	1,800	1,800
141-7225-801-0599 Prin Office – Other Charges	0	1,800	1,800
141-7230-801-0599 Prin Office – Other Charges	0	1,800	1,800
141-7235-801-0599 Prin Office – Other Charges	0	1,325	1,325
141-7650-871-0707 Capital Outlay – Building Imp	987,407	11,243	998,650
141-7150-711-0116 Re Ed – Teacher Salaries	26,885,850	5,727	26,891,577

141-7150-711-0163	Re Ed – Inst Assts Salaries	1,357,500	7,400	1,364,900
141-7150-711-0201	Re Ed – Social Security	1,672,400	2,600	1,675,000
141-7150-711-0204	Re Ed – Retirement	2,754,500	2,600	2,757,100
141-7150-711-0212	Re Ed – Medicare	391,100	700	391,800
141-7250-772-0131	Health Ser – Medical Per	764,100	1,000	765,100
141-7250-772-0201	Health Ser – Social Security	44,900	50	44,950
141-7250-772-0204	Health Ser – Retirement	75,500	100	75,600
141-7250-773-0123	Other Std Sup – Counselors	1,341,200	300	1,341,500
141-7250-773-0204	Other Std Sup – Retirement	177,200	50	177,250
141-7250-801-0104	Principals Office – Principals	1,346,300	1,300	1,347,600
141-7250-801-0201	Principals Office – Social Sec	166,900	100	167,000
141-7250-801-0204	Principals Office – Retirement	267,300	100	267,400
141-7250-831-0105	Transportation – Supervisors	60,700	750	61,450
141-7250-831-0146	Transportation – Bus Drivers	532,100	1,600	533,700
141-7250-831-0162	Transportation – Clerical	24,600	300	24,900
141-7250-831-0201	Transportation – Social Sec	33,400	200	33,600
141-7250-831-0204	Transportation – Retirement	44,600	300	44,900
141-7250-772-0131	Health Ser – Medical Per	765,100	(764,100)	1,000
141-7250-772-0201	Health Ser – Social Security	44,950	(44,900)	50
141-7250-772-0204	Health Ser – Retirement	75,600	(75,500)	100
141-7250-772-0206	Health Ser – Life Ins	1,600	(1,600)	0
141-7250-772-0207	Health Ser – Medical Ins	92,200	(92,200)	0
141-7250-772-0209	Health Ser – LTD	2,200	(2,200)	0
141-7250-772-0210	Health Ser – Unemployment	1,300	(1,300)	0
141-7250-772-0212	Health Ser – Medicare	10,500	(10,500)	0
141-7250-773-0123	Other Std Sup – Counselors	1,341,500	(133,200)	1,208,300
141-7250-773-0201	Other Std Sup – Social Sec	101,800	(7,900)	93,900
141-7250-773-0204	Other Std Sup – Retirement	177,250	(13,500)	163,750
141-7250-773-0207	Other Std Sup – Medical Ins	222,400	(11,900)	210,500
141-7250-773-0212	Other Std Sup – Medicare	23,700	(1,900)	21,800
141-7150-711-0163	Reg Ed – Inst Assistants	1,364,900	20,200	1,385,100
141-7150-711-0201	Reg Ed – Social Security	1,675,000	1,200	1,676,200
141-7150-711-0204	Reg Ed – Retirement	2,757,100	2,300	2,759,400
141-7150-711-0212	Reg Ed – Medicare	391,800	200	392,000
141-7150-721-0163	Sp Ed – Inst Asstistants	571,200	5,700	576,900
141-7150-721-0201	Sp Ed – Social Security	258,800	400	259,200
141-7150-721-0204	Sp Ed – Retirement	401,100	600	401,700
141-7150-721-0212	Sp Ed – Medicare	60,700	100	60,800
141-7250-771-0105	Attendance – Supervisors	67,500	800	68,300
141-7250-771-0204	Attendance – Retirement	13,700	100	13,800
141-7250-773-0161	Oth Std Sup – Secretaries	139,200	1,800	141,000
141-7250-773-0201	Oth Std Sup – Social Security	100,700	100	100,800
141-7250-773-0204	Oth Std Sup – Retirement	177,250	200	177,450
141-7250-781-0161	Reg Ed Sup – Secretaries	40,100	700	40,800
141-7250-781-0162	Reg Ed Sup – Library Assts	194,000	2,400	196,400
141-7250-781-0189	Reg Ed Sup – Other Salaries	643,200	1,400	644,600
141-7250-781-0201	Reg Ed Sup – Social Sec	122,800	200	123,000
141-7250-781-0204	Reg Ed Sup – Retirement	206,200	400	206,600
141-7250-782-0161	Sp Ed Sup – Secretaries	18,700	300	19,000
141-7250-783-0161	Voc Ed Sup – Secretaries	29,100	400	29,500
141-7250-785-0138	Technology – Computer Per	823,000	14,700	837,700

141-7250-785-0201	Technology – Social Security	48,100	1,000	49,100
141-7250-785-0204	Technology – Retirement	91,700	1,500	93,200
141-7250-785-0212	Technology – Medicare	11,300	200	11,500
141-7250-792-0161	Superintendent – Secretaries	109,700	1,900	111,600
141-7250-792-0201	Superintendent – Social Sec	29,800	100	29,900
141-7250-792-0204	Superintendent – Retirement	50,000	200	50,200
141-7250-801-0161	Principals – Secretaries	590,600	9,900	600,500
141-7250-801-0162	Principals – Clerical	142,600	2,000	144,600
141-7250-801-0201	Principals – Social Security	167,000	700	167,700
141-7250-801-0204	Principals – Retirement	267,400	1,200	268,600
141-7250-801-0212	Principals – Medicare	39,100	100	39,200
141-7250-811-0119	Fiscal – Accountants	107,100	1,800	108,900
141-7250-811-0122	Fiscal – Procurement	48,200	700	48,900
141-7250-811-0161	Fiscal – Secretaries	78,100	1,300	79,400
141-7250-811-0201	Fiscal – Social Security	19,700	200	19,900
141-7250-811-0204	Fiscal – Retirement	41,200	400	41,600
141-7250-812-0189	Human Res – Other Wages	142,800	1,600	144,400
141-7250-812-0201	Human Res – Social Security	14,700	100	14,800
141-7250-812-0204	Human Res – Retirement	8,800	200	9,000
141-7250-821-0166	Operations – Custodians	1,797,200	31,700	1,828,900
141-7250-821-0201	Operations – Social Security	102,200	2,000	104,200
141-7250-821-0204	Operations – Retirement	126,600	3,300	129,900
141-7250-821-0212	Operations – Medicare	23,900	400	24,300
141-7250-822-0105	Maint – Supervisors	80,400	1,300	81,700
141-7250-822-0189	Maint – Other Wages	821,700	16,100	837,800
141-7250-822-0201	Maint – Social Security	52,200	1,200	53,400
141-7250-822-0204	Maint – Retirement	137,000	1,800	138,800
141-7250-822-0212	Maint – Medicare	12,200	200	12,400
141-7250-831-0105	Trans – Supervisors	61,450	1,100	62,550
141-7250-831-0146	Trans – Reg Ed Bus Drivers	533,700	4,600	538,300
141-7253-831-0146	Trans – Sp Ed Bus Drivers	160,700	1,500	162,200
141-7250-831-0162	Trans – Clerical	24,900	300	25,200
141-7250-831-0201	Trans – Reg Ed Social Sec	33,600	400	34,000
141-7253-831-0201	Trans – Sp Ed Social Sec	8,200	100	8,300
141-7250-831-0204	Trans – Red Ed Retirement	44,900	600	45,500
141-7253-831-0204	Trans – Sp Ed Retirement	13,400	200	13,600
141-7250-831-0212	Trans – Reg Ed Medicare	7,800	100	7,900
141-7312-861-0189	Comm Ser – Adams SACC	71,900	400	72,300
141-7313-861-0189	Comm Ser – Adams ECLC	203,200	200	203,400
141-7325-861-0189	Comm Ser – Johnson SACC	51,400	700	52,100
141-7340-861-0189	Comm Ser – Wash ECLC	180,700	300	181,000
141-7341-861-0189	Comm Ser – Wash SACC	93,200	300	93,500
141-7350-861-0189	Comm Ser – Palmer ECLC	197,100	400	197,500
141-7950-881-0590	Fund Transfers	464,400	6,547,392	7,011,792
Totals		59,244,557	5,613,451	64,858,008

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

<u>Revenues:</u>	\$	\$	\$
311-0000-361-1050 School Bond Interest	69,100	0	69,100
311-0000-391-2100 Transfer from School Fund	113,428	0	113,428

311-0000-391-2150 Sullivan Co School Bonds	1,006,286	(251,069)	755,217
Total:	1,188,814	(251,069)	937,745

Expenditures:

311-0000-601-2022 Construction Contracts	\$ 1,088,814	\$ (283,496)	\$ 805,318
311-0000-601-2023 Architect/Engineering Fee	100,000	(6,974)	93,026
311-0000-601-9004 Equipment	0	39,401	39,401
Total:	1,188,814	(251,069)	937,745

School Facility Upgrades Project (GP2203)

Revenues:

311-0000-368-1069 GO Bonds Series 2021	\$ 5,523,000	\$ (5,523,000)	\$ 0
311-0000-368-2101 Premium From Bonds	542,418	(542,418)	0
Total:	6,065,418	(6,065,418)	0

Expenditures:

311-0000-601-4041 Bond Sale Expense	65,418	(65,418)	0
311-0000-601-9003 Improvements	6,000,000	(6,000,000)	0
Total:	6,065,418	(6,065,418)	0

**Sullivan North/Sevier Middle School
Renovation Project (GP1733)**

Revenues:

311-0000-331-5600 E-Rate Funds	\$ 0	\$ 400,000	\$ 400,000
311-0000-361-1050 School Bond Interest	679,461	331	679,792
311-0000-368-1051 GO Bonds Series 2015 A	25,000	0	25,000
311-0000-368-1054 GO Bonds Series 2016	193,621	0	193,621
311-0000-368-1056 GO Bonds Series 2018 A	69,799	0	69,799
311-0000-368-1066 GO Bonds Series 2019	927,267	0	927,267
311-0000-368-1069 GO Bonds Series 2021	0	5,523,000	5,523,000
311-0000-368-2101 Premium From Bonds	83,347	542,418	625,765
311-0000-601-2100 Transfer from School Fund	0	6,272,392	6,272,392
311-0000-391-2150 Sullivan Co School Bonds	2,113,981	251,069	2,365,050
Total:	4,092,476	12,989,210	17,081,686

Expenditures:

311-0000-601-2022 Construction Contracts	\$ 2,881,862	\$ 11,416,742	\$ 14,298,604
311-0000-601-2023 Architect/Engineering Fees	1,200,000	282,050	1,482,050
311-0000-601-9004 Equipment	0	1,225,000	1,225,000
311-0000-601-4041 Bond Sale Expense	10,614	65,418	76,032
Total:	4,092,476	12,989,210	17,081,686

Robinson Cooling Tower Project (GP2210)

Revenues:

311-0000-391-2100 Transfer from School Fund

Total:

\$	\$	\$
0	275,000	275,000
0	275,000	275,000

Expenditures:

311-0000-601-2022 Construction Contracts

311-0000-601-2023 Architect/Engineering Fees

Total:

\$	\$	\$
0	250,000	250,000
0	25,000	25,000
0	275,000	275,000

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

ATTEST:

PAT SHULL, Mayor

APPROVED AS TO FORM:

LISA WINKLE, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance Authorizing the Mayor to Execute Documents Necessary to Accept Easements and Right-of-Ways for Which the Board has Adopted an Approval of Offer

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

Action Form No.: AF-94-2022
 Work Session: April 4, 2022
 First Reading: April 5, 2022

Final Adoption: **April 19, 2022**
 Staff Work By: Bart Rowlett
 Presentation By: M. Billingsley

Recommendation:

Approve the ordinance.

Executive Summary:

At different times during the year, the board is requested to approve offers of acquisitions of easements and right-of-ways on properties for sewer and road projects where the city has determined that the project will benefit the city and the citizens thereof.

Acceptance of an offer by the property owner may require the mayor to execute documents to acquire the easement or right-of-way or to demonstrate in a writing acceptance of an easement or right-of-way by the mayor.

Approval of this ordinance authorizes the mayor to execute documents to accept an easement or right-of-way as a result of the acceptance of an approval of offer

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gmm*

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 AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT EASEMENTS AND RIGHT-OF-WAYS FOR WHICH THE BOARD OF MAYOR AND ALDERMAN HAS ADOPTED AN APPROVAL OF OFFER; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, at different times during the year, the board is requested to approve offers for the acquisition of easements and right-of-ways on properties for sewer and road projects where the city has determined that the project will benefit the city and the citizens thereof; and

WHEREAS, acceptance of an offer by the property owner may require the mayor to execute documents to acquire the easement or right-of-way or to demonstrate in a writing acceptance of an easement or right-of-way by the mayor; and

WHEREAS, this ordinance authorizes the mayor to execute documents to accept an easement or right-of-way as a result of the acceptance of an approval of offer.

BE IT ORDAINED BY THE CITY OF KINGSPORT, 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, any document, easement, or right-of-way conveyed to the city as a result of the acquisition of such due to an approval of offer approved by the board of mayor and aldermen, to receive the easement or right-of-way on behalf of the city and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the acceptance of the approval of offers or this ordinance.

SECTION II. 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

Consideration of a Budget Adjustment Ordinance for Various Funds in FY22

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

Action Form No.: AF-82-2022
Work Session: April 4, 2022
First Reading: April 5, 2022

Final Adoption: **April 19, 2022**
Staff Work By: John Morris
Presentation By: C. McCartt

Recommendation:

Approve the ordinance.

Executive Summary:

The General Fund is being amended by transferring \$71,614.00 from Future Appropriations to project lines to cover reorganization expenses to the General Projects project in the amount of \$35,000.00, an overage in the Enhanced Landscaping project in the amount of \$8,830.00, radar systems in the Police Training & Equipment project in the amount of \$18,000.00, and an overage in the Justice Center Design project in the amount of \$9,784.00.

The Meadowview Fund is being amended to pull \$75,000.00 from Fund Balance to cover the purchase of new chiller (AC for the facility).

There are various projects going through routine cleanup throughout the Water, Sewer, and Stormwater Project Funds. A list has been added.

The Cattails Project Fund is being amended by transferring \$150,000.00 from the Cattails Equipment project (CG2000) to the Cattails Collars project (CG2200) for the replacement of collars throughout the course.

The Bays Mountain Commission Fund is being increased by \$40,000.00 for the purchase of gift shop inventory.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *CM*

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

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

AN ORDINANCE TO AMEND VARIOUS FUND BUDGETS 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 Fund be amended by transferring \$71,614 from the Future Appropriations line (110-4890-901.60-01) to the To Gen Proj-Special Rev line (110-4804-481.70-35) in the amount of \$61,830 and to the To General Project Fund line (110-4804-481.70-36) in the amount of \$9,784.

SECTION II. That the General Projects Special Revenue Fund be amended by appropriating \$61,830 from the General Fund in the amount of \$35,000 to the General Projects project (NC2100), \$8,830 to the Enhanced Landscaping project (NC2107), \$18,000 to the Police Training/Equipment project (NC2214) and by accepting a grant from the Tennessee Department of Agriculture in the amount of \$1,500 to the Farmers Market Advertising project (NC2112).

SECTION III. That the General Project Fund be amended by appropriating \$9,784 from the General Fund to the Justice Center Design project (GP2205)

SECTION IV. That the Meadowview Conference Center Fund be increased by increasing the From Fund Balance line (420-0000-392.01-00) by \$75,000 and the Equipment line (420-5001-501.90-04) by \$75,000.

SECTION V. That the Water Project Fund be amended by transferring \$528,690 from the Water SCADA Improvements project (WA1700), \$42,814 from the Fire Protection Upgrades project (WA1902), \$17,911 from the Water Tank Rehabilitation project (WA1903), \$111,168 from the Maintenance Facility Improvements project (WA1907), \$17,829 from the System Improvements PH 4 project (WA1909), \$23,899 from the Master Plan Water upgrades project (WA2001), \$13,719 from the Waterline Improvements project (WA2005), \$150,000 from the Water Pump Station Improvements project (WA2009), \$20,528 from the Waterline Improvements O&M project (WA2100), and \$30,098 from the Water Pump Station Imp O&M project (WA2102) to the Plant Facility Improvements project (WA2101) in the amount of \$678,690, to the Maintenance Facility Improvements project (WA2103) in the amount of \$111,168, to the Water Pump Station Improvements project (WA2201) in the amount of \$48,010, and to the Master Plan Water Upgrades project in the amount of \$118,788. Close WA1902, WA1903, WA1907, WA1909, WA2005, WA2100, WA2102.

SECTION VI. That the Sewer Project Fund be amended by transferring \$32,128 from the Lift Station Telemetry project (SW1603), \$320,287 from the West Kpt SLS Replacement project (SW1708), \$404,642 from the Border Regions Sewer Ext project (SW1801), \$127,856 from the Misc Sewer Line Rehab project (SW1902), \$76,620 from the Maint Facility Improvements project (SW1906), \$30,292 from the New Crew Equipment project (SW2003), and \$198,546 from the Sewerline Imp O&M project to the Sewer Pump Station Imp O&M project (SW2100) in the amount of \$6,866, to the Sewer Pump Station Imp O&M project (SW2200) in the amount of \$70,000, to the Maintenance Facility Improvements project (SW2202) in the amount of \$106,954, to the Sewer I&I Rehab project (SW2203) in the amount of \$603,153, and to the West Kingsport Sewer Evaluation project (SW2207) in the amount of \$403,398. Close SW1603, SW1708, SW1801, SW1902, SW2003, SW2101, and SW2100.

SECTION VII. That the Cattails Project Fund be amended by transferring \$150,000 from the Cattails Equipment project (CG2000) to the Cattails Collars project (CG2200).

SECTION VIII. That the Stormwater Project Fund be amended by transferring \$100,311 from the Stormwater System Mapping project (ST2003), \$500 from the Stormwater System Mapping Project (ST2005), \$47,692 from the Watershed Improvements project (ST2101), \$500 from the Stormwater System Mapping project (ST2103), \$14,697 from the Buffer Land Purchase/Easement project (ST2104), and \$27,671 from the Grove Dr Stormwater Upgrades project (ST2107) to the Lochwood Dr Stormwater Upgrades project (ST2106) in the amount of \$4,224, to the Reservoir Rd Stormwater Upgrades project (ST2108) in the amount of \$57,147, and to the Rosehaven Ct Stormwater Upgrades project (ST2109) in the amount of \$130,000. Close ST2003, ST2005, ST2101, ST2104, ST2106, ST2107.

SECTION IX. That the Bays Mountain Park Commission Fund be increased by allocating \$40,000 from Fund Balance to increase the Inventory Purchases line (612-4530-473.31-90) for the purchase of the Gift Shop inventory.

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
110-4804-481.70-35 To Gen Proj-Special Rev	5,959,891	61,830	6,021,721
110-4804-481.70-36 General Project Fund	380,326	9,784	390,110
110-4890-901.60-01 Future Appropriations	632,301	(71,614)	560,687
Totals:	6,972,518	0	6,972,518

Account Number/Description:

Fund 111: Gen Project-Special Revenue Fund

General Projects (NC2100)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	402,207	35,000	437,207
Total:	402,207	35,000	437,207

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	62,923	0	62,923
111-0000-601.90-03 Improvements	339,284	35,000	374,284
Total:	402,207	35,000	437,207

Enhanced Landscaping (NC2107)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-391.01-00 From General Fund	8,605	8,830	17,435
Totals:	8,605	8,830	17,435

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
111-0000-601.20-23 Arch/Eng/Landscaping Serv	8,605	8,830	17,435
Totals:	8,605	8,830	17,435

Farmers Market Advertising (NC2112)**Revenues:**

111-0000-332.61-00 TN Dept of Agriculture

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,000	\$ 1,500	\$ 2,500
1,000	1,500	2,500

Expenditures:

111-0000-601.20-10 Advertising & Publication

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,000	\$ 1,500	\$ 2,500
1,000	1,500	2,500

Police Training/Equipment (NC2214)**Revenues:**

111-0000-331.95-00 American Rescue Plan Act

111-0000-391.01-00 From General Fund

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 104,900	\$ 0	\$ 104,900
132,000	18,000	150,000
236,900	18,000	254,900

Expenditures:

111-0000-601.20-45 Training

111-0000-601.30-29 Clothing & Uniforms

111-0000-601.90-04 Equipment

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 34,000	\$ 0	\$ 34,000
26,000	0	26,000
176,900	18,000	194,900
236,900	18,000	254,900

Account Number/Description:**General Project Fund: 311****Justice Center Design (GP2205)****Revenues:**

311-0000-368.10-69 GO Bonds Series 2021

311-0000-368.21-01 Premium From Bond Sale

311-0000-391.01-00 From General Fund

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 368,200	\$ 0	\$ 368,200
36,161	0	36,161
0	9,784	9,784
404,361	9,784	414,145

Expenditures:

311-0000-601.90-03 Improvements

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 404,361	\$ 9,784	\$ 414,145
404,361	9,784	414,145

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

420-0000-392.01-00 Fund Balance Approp

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 75,000	\$ 75,000
0	75,000	75,000

Expenditures:

420-5001-501.90-04 Equipment

Total:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 75,000	\$ 75,000
0	75,000	75,000

Account Number/Description:**Water Project Fund: 451****Water SCADA Improvements (WA1700)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.05-31 2014 B GO Bonds	546,564	0	546,564
451-0000-391.05-45 Series 2016 GO (Nov 4)	1,200,000	(131,515)	1,068,485
451-0000-391.05-47 Series 2017 B GO Bonds	42,000	0	42,000
451-0000-391.05-48 GO Bonds Series 2018 B	201,375	0	201,375
451-0000-391.05-56 Series 2019 GO Improve	1,612,700	(397,175)	1,215,525
451-0000-391.45-00 From Water Fund	102,785	0	102,785
Totals:	3,705,424	(528,900)	3,176,734

Expenditures:

	\$	\$	\$
451-0000-605.20-22 Construction Contracts	3,342,424	(511,207)	2,831,217
451-0000-605.20-23 Arch/Eng/Landscaping Serv	363,000	(17,483)	345,517
Totals:	3,705,424	(528,690)	3,176,734

Fire Protection Upgrades (WA1902)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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	1,590,782	(42,814)	1,547,968
Totals:	1,765,884	(42,814)	1,723,070

Expenditures:

	\$	\$	\$
451-0000-605.20-23 Arch/Eng/Landscaping Serv	219,508	(2,512)	216,996
451-0000-605.90-01 Land	7,340	0	7,340
451-0000-605.90-03 Improvements	1,539,036	(40,302)	1,498,734
Totals:	1,765,884	(42,814)	1,723,070

Water Tank Rehabilitation (WA1903)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
451-0000-391.05-48 GO Bonds Series 2018 B	150,000	(6,438)	143,562
451-0000-391.45-00 From Water Fund	11,473	(11,473)	0
Totals:	161,473	(17,911)	143,562

Expenditures:

	\$	\$	\$
451-0000-605.20-10 Advertising & Publication	500	(500)	0
451-0000-605.20-23 Arch/Eng/Landscaping Serv	145,200	(1,638)	143,562
451-0000-605.90-03 Improvements	15,773	(15,773)	0
Totals:	161,473	(17,911)	143,562

Maint Facility Imp (WA1907)**Revenues:**

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 111,168	\$ (111,168)	\$ 0
111,168	(111,168)	0

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 23,168	\$ (23,168)	\$ 0
88,000	(88,000)	0
111,168	(111,168)	0

System Improvements PH4 (WA1909)**Revenues:**

451-0000-391.05-29 Series 2013 B GO Pub Imp

451-0000-391.05-45 Series 2016 Go (Nov 4)

451-0000-391.05-47 Series 2017 B GO Bonds

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 4,815	\$ 0	\$ 4,815
550,186	0	550,186
586,400	(17,829)	568,571
1,141,401	(17,829)	1,123,572

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 167,500	\$ (18,913)	\$ 148,587
973,901	1,084	974,985
1,141,401	(17,829)	1,123,572

Master Plan Water Upgrade (WA2001)**Revenues:**

451-0000-391.05-56 Series 2019 GO Improvement

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 200,000	\$ (23,899)	\$ 176,101
200,000	(23,899)	176,101

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 35,100	\$ 0	\$ 35,100
164,900	(23,899)	141,001
200,000	(23,899)	176,101

Water Line Improvements (WA2005)**Revenues:**

451-0000-391.05-40 2015 A (Oct) GP Pub Imp

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 17,363	\$ 0	\$ 17,363
752,062	(13,719)	738,343
769,425	(13,719)	755,706

Expenditures:

451-0000-605.90-21 New Dist Lines

451-0000-605.90-22 Hydrants

451-0000-605.90-23 New Meters

451-0000-605.90-24 Replacement Meters

451-0000-605.90-25 Replacement Dist Lines

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 15,700	\$ (41)	\$ 15,659
44,300	267	44,567
129,900	(13,491)	116,409
158,800	(18)	158,782
420,725	(436)	420,289
769,425	(13,719)	755,706

Water Pump Station Improvements (WA2009)**Revenues:**

451-0000-391.05-56 Series 2019 GO Improve

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 890,000	\$ (150,000)	\$ 740,000
890,000	(150,000)	740,000

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

\$ 40,000	\$ 0	\$ 40,000
850,000	(150,000)	700,000
890,000	(150,000)	740,000

Waterline Imp O&M (WA2100)**Revenues:**

451-0000-391.45-00 From Water Fund

Totals:

\$ 850,387	\$ (20,528)	\$ 829,859
850,387	(20,528)	829,859

Expenditures:

451-0000-605.90-21 New Dist Lines

451-0000-605.90-22 Hydrants

451-0000-605.90-23 New Meters

451-0000-605.90-24 Replacement Meters

451-0000-605.90-25 Replacement Dist Lines

Totals:

\$ 70,000	\$ (537)	\$ 69,463
35,000	(2,046)	32,954
220,387	(9,224)	211,163
65,000	(4,067)	60,933
460,000	(4,654)	455,346
850,387	(20,528)	829,859

WA Pump St Imp O&M (WA2102)**Revenues:**

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 150,000	\$ (30,098)	\$ 119,902
150,000	(30,098)	119,902

Expenditures:

451-0000-605.90-25 Replacement Dist Lines

Totals:

\$ 150,000	\$ (30,098)	\$ 119,902
150,000	(30,098)	119,902

Plant Facility Imp (WA2101)**Revenues:**

451-0000-391.05-45 Series 2016 Go (Nov 4)

451-0000-391.05-56 Series 2019 GO Improvement

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 131,515	\$ 131,515
0	547,175	547,175
500,000	0	500,000
500,000	678,690	1,178,690

Expenditures:

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

451-0000-605.90-03 Improvements

Totals:

\$ 100,000	\$ 0	\$ 100,000
400,000	678,690	1,078,690
500,000	678,690	1,178,690

Maint Facility Imp (WA2103)**Revenues:**

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 100,000	\$ 111,168	\$ 211,168
100,000	111,168	211,168

Expenditures:

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 100,000	\$ 111,168	\$ 211,168
100,000	111,168	211,168

Equipment Purchases (WA2202)**Revenues:**

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 100,000	\$ 48,010	\$ 148,010
100,000	48,010	148,010

Expenditures:

451-0000-605.90-04 Equipment

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 100,000	\$ 48,010	\$ 148,010
100,000	48,010	148,010

Master Water Plan Upg (WA2204)**Revenues:**

451-0000-391.05-47 Series 2017 B GO Bonds

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

451-0000-391.05-56 Series 2019 GO Improve

451-0000-391.05-69 GO Bonds Series 2021

451-0000-391.45-00 From Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 17,829	\$ 17,829
0	49,252	49,252
0	23,899	23,899
1,500,744	0	1,500,744
0	27,808	27,808
1,500,744	118,788	1,619,532

Expenditures:

451-0000-605.90-04 Equipment

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 1,500,744	\$ 118,788	\$ 1,619,532
1,500,744	118,788	1,619,532

Account Number/Description:**Sewer Project Fund: 452****Lift Station Telemetry (SW1603)****Revenues:**

452-0000-391.05-47 Series 2017 B GO Bonds

452-0000-391.42-00 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 2,100,000	\$ 0	\$ 2,100,000
546,802	(32,128)	514,674
2,646,802	(32,128)	2,614,674

Expenditures:

452-0000-606.20-22 Construction Contracts

452-0000-606.20-23 Arch/Eng/Landscaping

452-0000-606.90-06 Purchases \$5,000 & Over

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 2,195,167	\$ (25,434)	\$ 2,169,733
446,828	(6,694)	440,134
4,807	0	4,807
2,646,802	(32,128)	2,614,674

West Kingsport SLS Repl (SW1708)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-45 Series 2016 GO (Nov 4)	4,140,000	0	4,140,000
452-0000-391.05-47 Series 2017 B GO Bonds	2,060,000	0	2,060,000
452-0000-391.05-56 Series 2019 GO Improvment	278,000	0	278,000
452-0000-391.42-00 From Sewer Fund	570,000	(320,287)	249,713
Totals:	7,048,000	(320,287)	6,727,713

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	692,646	3,414	696,060
452-0000-606.90-01 Land	30,874	0	30,874
452-0000-606.90-03 Improvements	6,324,480	(323,701)	6,000,779
Totals:	7,048,000	(320,287)	6,727,713

Border Regions Sewer Ext (SW1801)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-47 Series 2017 B GO Bonds	2,885,000	(404,642)	2,480,358
Totals:	2,885,000	(404,642)	2,480,358

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	320,300	(3,967)	316,333
452-0000-606.90-01 Land	105,400	(20,082)	85,318
452-0000-606.90-03 Improvements	2,459,300	(380,593)	2,078,707
Totals:	3,500,000	(404,642)	2,480,358

Misc Sewer Line Rehab (SW1902)**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-391.05-40 2015 A (Oct) GP Pub Imp	20,318	0	20,318
452-0000-391.05-45 Series 2016 GO (Nov 4)	111,429	0	111,429
452-0000-391.42-00 From Sewer Fund	871,355	(127,856)	743,499
Totals:	1,003,102	(127,856)	875,246

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
452-0000-606.20-23 Arch/Eng/Landscaping Serv	122,200	(10,949)	111,251
452-0000-606.90-01 Land	9,000	(99)	8,901
452-0000-606.90-03 Improvements	871,902	(116,808)	755,094
Totals:	1,003,102	(127,856)	875,246

Maint Facility Imp (SW1906)**Revenues:**

452-0000-391.42-00 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 100,000	\$ (76,620)	\$ 23,380
100,000	(76,620)	23,380

Expenditures:

452-0000-606.90-03 Improvements

Totals:

\$ 100,000	\$ (76,620)	\$ 23,380
100,000	(76,620)	23,380

New Sewer Crew Equipment (SW2003)**Revenues:**

452-0000-391.05-56 Series 2019 GO Impr

452-0000-391.42-00 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 25,000	\$ 0	\$ 25,000
296,900	(30,292)	266,608
321,900	(30,292)	291,608

Expenditures:

452-0000-606.30-20 Operating Supplies & Tool

452-0000-606.90-06 Purchases \$5,000 & Over

Totals:

\$ 40,000	\$ (23,303)	\$ 16,697
281,900	(6,989)	274,911
321,900	(30,292)	291,608

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

452-0000-391.05-47 Series 2017 B GO Bonds

452-0000-391.05-56 Series 2019 GO Improvment

452-0000-391.42-00 From Sewer Fund

Totals:

\$ 219	\$ 0	\$ 219
73,400	0	73,400
375,030	(198,546)	176,484
448,649	(198,546)	250,103

Expenditures:

452-0000-606.90-26 Sewer Extensions

452-0000-606.90-27 Sewer Taps

452-0000-606.90-28 Sewer Improvements

Totals:

\$ 40,000	\$ (40,000)	\$ 0
30,000	(23,331)	6,669
378,649	(135,215)	243,434
448,649	(198,546)	250,103

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

452-0000-391.42-00 From Sewer Fund

Totals:

\$ 258,881	\$ 6,866	\$ 265,747
258,881	6,866	265,747

Expenditures:

452-0000-606.90-19 Pump Stations

452-0000-606.90-28 Pump Stations

Totals:

\$ 258,881	\$ 6,836	\$ 265,717
0	30	30
258,881	6,866	265,747

Pump St Imp O&M (SW2200)**Revenues:**

452-0000-391.42-00 From Sewer Fund

Totals:

\$	\$	\$
255,000	70,000	325,000
255,000	70,000	325,000

Expenditures:

452-0000-606.90-19 Pump Stations

Totals:

\$	\$	\$
255,000	70,000	325,000
255,000	70,000	325,000

Maint Facility Imp (SW2202)**Revenues:**

452-0000-391.42-00 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
100,000	106,954	206,954
100,000	106,954	206,954

Expenditures:

452-0000-606.90-03 Improvements

Totals:

\$	\$	\$
100,000	106,954	206,954
100,000	106,954	206,954

Sewer I&I Rehab (SW2203)**Revenues:**

452-0000-391.05-47 Series 2017 B GO Bonds

452-0000-606.05-69 GO Bonds Series 2021

452-0000-391.42-00 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	404,642	404,642
3,000,482	0	3,000,482
0	198,511	198,511
3,000,482	603,153	3,603,635

Expenditures:

452-0000-606.90-03 Improvements

Totals:

\$	\$	\$
3,000,482	603,153	3,603,635
3,000,482	603,153	3,603,635

West Kingsport Sewer Evaluation (SW2207)**Revenues:**

452-0000-391.42-00 From Sewer Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
0	403,398	403,398
0	403,398	403,398

Expenditures:

452-0000-606.20-23 Arch/Eng/Landscaping Serv

Totals:

\$	\$	\$
0	403,398	403,398
0	403,398	403,398

Account Number/Description:**Cattails Project Fund: 453****Cattails Equipment (CG2000)****Revenues:**

453-0000-391.05-56 Series 2019 GO Improvement

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 190,000	\$ (150,000)	\$ 40,000
190,000	(150,000)	40,000

Expenditures:

453-0000-601.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 190,000	\$ (150,000)	\$ 40,000
190,000	(150,000)	40,000

Cattails Collars (CG2200)**Revenues:**

453-0000-391.05-56 Series 2019 GO Improvement

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 150,000	\$ 150,000
0	150,000	150,000

Expenditures:

453-0000-601.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 0	\$ 150,000	\$ 150,000
0	150,000	150,000

Account Number/Description:**Stormwater Project Fund:457****Watershed Master Plan (ST2003)****Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 120,000	\$ (100,311)	\$ 19,689
120,000	(100,311)	19,689

Expenditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 120,000	\$ (100,311)	\$ 19,689
120,000	(100,311)	19,689

Stormwater SYS Mapping (ST2005)**Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 125,000	\$ (500)	\$ 124,500
125,000	(500)	124,500

Expenditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 125,000	\$ (500)	\$ 124,500
125,000	(500)	124,500

Watershed Imp (ST2101)**Revenues:**

457-0000-391.95-00	Storm Water Fund	\$	100,000	\$	(47,692)	\$	52,308
Totals:			100,000		(47,692)		52,308

Expenditures:

457-0000-622.20-22	Construction Contracts	\$	100,000	\$	(47,692)	\$	52,308
Totals:			100,000		(47,692)		52,308

ST System Mapping (ST2103)**Revenues:**

457-0000-391.95-00	Storm Water Fund	Budget	\$	125,000	Incr/(Decr)	\$	(500)	New Budget	\$	124,500
Totals:				125,000			(500)			124,500

Expenditures:

457-0000-622.20-23	Arch/Eng/Landscaping Serv	\$	125,000	\$	(500)	\$	124,500
Totals:			125,000		(500)		124,500

Buffer land Purch/Easemnt (ST2104)**Revenues:**

457-0000-391.95-00	Storm Water Fund	Budget	\$	20,000	Incr/(Decr)	\$	(14,697)	New Budget	\$	5,303
Totals:				20,000			(14,697)			5,303

Expenditures:

457-0000-622.20-23	Arch/Eng/Landscaping Serv	\$	20,000	\$	(14,697)	\$	5,303
Totals:			20,000		(14,697)		5,303

Grove Dr Storm Upgrades (ST2107)**Revenues:**

457-0000-391.95-00	Storm Water Fund	Budget	\$	150,000	Incr/(Decr)	\$	(27,671)	New Budget	\$	122,329
Totals:				150,000			(27,671)			122,329

Expenditures:

457-0000-622.20-23	Arch/Eng/Landscaping Serv	\$	20,000	\$	(20,000)	\$	0
457-0000-622.90-03	Improvements		130,000		(7,671)		122,329
Totals:			150,000		(27,671)		122,329

Lochwood Dr Storm Upgrades (ST2106)**Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 200,000	\$ 4,224	\$ 204,224
200,000	4,224	204,224

Expenditures:

457-0000-622.20-23 Arch/Eng/Landscaping Serv

457-0000-622.90-03 Improvements

Totals:

\$ 30,000	\$ (5,610)	\$ 24,390
170,000	9,834	179,834
200,000	4,224	204,224

Reservoir Rd Storm Upgrades (ST2108)**Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 100,000	\$ 57,147	\$ 157,147
100,000	57,147	157,147

Expenditures:

457-0000-622.90-01 Land

457-0000-622.90-03 Improvements

Totals:

\$ 10,000	\$ 0	\$ 10,000
90,000	57,147	147,147
100,000	57,147	157,147

Rosehaven Ct Storm Upgrades (ST2109)**Revenues:**

457-0000-391.95-00 Storm Water Fund

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 120,000	\$ 130,000	\$ 250,000
120,000	130,000	250,000

Expenditures:

457-0000-622.90-03 Improvements

Totals:

\$ 120,000	\$ 130,000	\$ 250,000
120,000	130,000	250,000

Account Number/Description:**Bays Mt Park Comm Fund: 612****Revenues:**

612-0000-392-01-00 Fund Bal Approp

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 41,200	\$ 40,000	\$ 81,200
41,200	40,000	81,200

Expenditures:

612-4530-473.31-90 Inventory Purchases

Totals:

\$ 0	\$ 40,000	\$ 40,000
0	40,000	40,000

SECTION X. 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

Enter into an Amendment to the Materials Agreement with Carla Karst, Related to the Cox Valley Development

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

Action Form No.: AF-67-2022
 Work Session: April 4, 2022
 First Reading: April 5, 2022

Final Adoption: **April 19, 2022**
 Staff Work By: David Harris
 Presentation By: R. McReynolds

Recommendation:

Approve the ordinance.

Executive Summary:

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

Pursuant to the policy, Carla Karst has requested that the proposed Cox Valley Development, be allowed to participate in the materials agreement program. The total amount of the original agreement was \$125,343.36 for a new fifty eight (58) lot development. The proposed amendment is to increase the amount from \$125,343.36 to \$153,830.48. Please note this change was due to Water and Sewer staff revisions to the original approved plans. A separate budget ordinance will encompass the appropriation of additional funding to the Materials Agreement.

To date, including this development, the program has supported 921 new/proposed lots within the City of Kingsport. Of those lots, 606 Building Permits and 532 Certificates of Occupancy have been issued to date.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: *gm*

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

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY TRANSFERRING FUNDS TO THE COX VALLEY MATERIALS AGREEMENT PROJECTS (WA2259 AND SW2259); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by appropriating funds to the Water Fund to the Cox Valley project (WA2259) in the amount of \$15,831.

SECTION II. That the Sewer Project Fund Budget be amended by appropriating funds from the Sewer Fund to the Cox Valley project (SW2259) in the amount of \$10,185.

SECTION III. That the Water Fund be increased by \$15,831 to account for developer contributions.

SECTION IV. That the Sewer Fund be increased by \$10,185 to account for developer contributions.

Account Number/Description:

Water Project Fund:451

Cox Valley (WA2259)

Revenues

451-0000-391.45-00 From the Water Fund

Totals:

Expenditures:

451-0000-605.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 70,185	\$ 15,831	\$ 86,016
70,185	15,831	86,016
\$ 70,185	\$ 15,831	\$ 86,016
70,185	15,831	86,016

Account Number/Description:

Cox Valley (SW2259)

Revenues

452-0000-391.42-00 From the Sewer Fund

Totals:

Expenditures:

452-0000-606.90-03 Improvements

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 44,284	\$ 10,185	\$ 54,469
44,284	10,185	54,469
44,284	10,185	54,469
44,284	10,185	54,469

Account Number/Description:**Water Fund: 411****Revenues**

411-0000-371.90-12 Developer Contributions

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
204,405	15,831	220,236
204,405	15,831	220,236

Expenditures:

411-6996-696.83-01 To Water Project Fund

Totals:

204,405	15,831	220,236
204,405	15,831	220,236

Account Number/Description:**Sewer Fund:412****Revenues**

412-0000-372.90-12 Developer Contributions

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
114,594	10,185	124,779
114,594	10,185	124,779

Expenditures:

412-6996-696.83-02 To Sewer Project Fund

Totals:

114,594	10,185	124,779
114,594	10,185	124,779

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance Amending the Zoning Code by Removing Color Type Restrictions from the Decorative Lighting Ordinance, Sec 114-537

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

Action Form No.: AF-83-2022
Work Session: April 4, 2022
First Reading: April 5, 2022

Final Adoption: **April 19, 2022**
Staff Work By: Ken Weems
Presentation By: K. Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to remove color type restrictions from the decorative lighting ordinance, Sec 114-537.

Executive Summary:

This is a staff-initiated zoning text amendment generated for the purpose of removing color type restrictions from the decorative lighting ordinance, Sec 114-537. This ordinance most often addresses the LED lighting that some businesses use in the form of a strand of lights that outline window borders of a business. Often times the actual color of such lights presents a judgment dilemma to code enforcement, as at times color perception of LED lights can differ depending on the individual. This minor adjustment to the decorative lighting ordinance will remove all color type restrictions from consideration, while maintaining the existing restriction on the amount and manner of this type of lighting display. During their March 2022 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation to the Board in support of the text amendment. The notice of public hearing was published on March 21, 2022.

Attachments:

1. Zoning Ordinance

Funding source appropriate and funds are available: *pm*

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114, ARTICLE IV, SECTION 537 OF THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, PERTAINING TO DECORATIVE LIGHTING; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION I. That Section 114-537(1) Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the existing text and substituting in its place the following:

(1) Decorative lighting where permitted shall be one color, and it cannot blink, run or simulate movement or animation of any kind. If decorative lighting is within 500 feet of a residential area, it must be turned off between the hours of 10:00p.m. to 6:00a.m.

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

PATRICK W. SHULL
Mayor

ATTEST:

ANGELA MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

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



AGENDA ACTION FORM

A Resolution Authorizing the City Manager to Execute a Purchase Order for One (1) Hazmat Truck Utilizing Sourcewell Cooperative Purchasing Agreement

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

Action Form No.: AF-106-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Committee
 Presentation By: Chief Boyd/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

It is the recommendation of the committee to purchase One (1) Hazmat Truck from Emergency Vehicle Specialists utilizing Sourcewell Cooperative Purchasing Agreement #022818-PMI for use by the fire department. The Sullivan County EMA will be contributing a portion of the cost for the hazmat unit. The delivery from the dealership to the agency is included in the price.

	\$676,518.44	Unit Cost
	\$167,778.00	Sullivan County contribution
Less	\$77,975.18	100% Pre Payment
	\$430,765.26	Total Purchase Price

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

Please see the attached recommendation memo for additional information & Sourcewell Cooperative Contract.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation
3. Quote
4. Sourcewell Cooperative Contract (previously NJPA)

Funding source appropriate and funds are available: *AM*

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: *AM*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO EMERGENCY VEHICLE SPECIALISTS UTILIZING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 022818-PMI FOR ONE HAZARDOUS MATERIALS RESPONSE VEHICLE FOR THE KINGSPORT FIRE DEPARTMENT

WHEREAS, staff recommends the purchase of one (1) hazardous materials response vehicle utilizing Sourcewell Cooperative Purchasing Agreement #022818-PMI, for use by the fire department; and

WHEREAS, the city participates in the Sourcewell cooperative purchasing; and

WHEREAS, Tennessee Code Annotated section 12-3-1205 permits city to participate in a cooperative purchasing agreement for the procurement of motor vehicles manufactured for a special purpose as defined in Tennessee Code Annotated section 12-3-1208; and

WHEREAS, in order to purchase the hazardous materials response vehicle, a purchase order needs to be issued to Emergency Vehicle Specialists, in the amount of \$430,765.26; and

WHEREAS, funding for this equipment is available in 51150085019010.

Now therefore,

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

SECTION I. That the city manager is authorized to execute a purchase order to Emergency Vehicle Specialists for ne (1) hazardous materials response vehicle utilizing Sourcewell Cooperative Purchasing Agreement #022818-PMI, for use by the fire department in the amount of \$430.765.26.

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 15th day of February, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



FLEET MAINTENANCE DEPARTMENT

City of Kingsport

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 6, 2022
Re: Fleet Replacement of 1426 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement of the Fire Department unit # 1426 utilizing the Sourcewell Cooperative pricing of \$598,543.26. The Sullivan County EMA will be funding \$167,778.00 of this amount in a cooperation with the Fire Department. (Please see attached Memo) The unit bid and awarded by Sourcewell meet the expectations of the department and will fulfill the requirements of their operational needs. The Sourcewell Contract allows a municipality to purchase off of the cooperative pricing. A copy of the Sourcewell Contract is attached.

Item	Quantity	Description	Award to Vendor	Fuel Economy
1	1	Pierce Hazmat Unit	G&W Diesel/EVS	N/A

These units will be a Fleet Replacements

The unit listed below will be replaced and the trade in unit will be disposed of utilizing the current approved City process.

The Sourcewell offerings were reviewed by the Chief Scott Boyd and Deputy Chief David Chase, and they are in agreement with this recommendation.

Fuel Economy Improvement 00%

No fuel economy improvements would be realized since the replacement units are similar to the current unit being operated.

Sourcewell Contract Number: 022818

Replacement

1426 2000 Freightliner Hazmat Unit VIN: 1FV68HDB2YHA87000 Mileage: 15996

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

Thank you.



REQ DATE

03/28/2022

REQUISITION NUMBER

5422200001

COPIES:

COPY ORIGINAL

PRINTED 04/07/2022

VENDOR KEY : OPEN 000
SHIP DATE : 03/28/2022
FISCAL YEAR : 2021-2022
ENTERED BY : BEAN JAM000

VENDOR:
OPEN

SHIP TO:
SULLIVAN CO CENTRAL RECEIVING
3411 HIGHWAY 126
BLOUNTVILLE, TN 37617

ATTN: JAMES BEAN

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		Sullivan County's contribution to the City of Kingsport Fire Department for the 2021-2022 fiscal year toward a new hazardous materials response vehicle.	167778.00000	167,778.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		101 E 54420 316 000 00000 000	167,778.00	
			PAGE TOTAL	167,778.00
			TOTAL	167,778.00

This is a Requisition and not an official Purchase Order.
The District is not financially responsible for the
unauthorized purchases made with a Requisition.



TO: City of Kingsport

From: Jim Bell

General Manager EVS

Date: April 7, 2022

Quote for Pierce Fire Apparatus

Product: HDR Hazmat Truck

Sourcewell Contract #: 022818-PMI

Note: Pricing is based off full Pre-Pay and expires May 1st 2022, the price will increase 7.5% after May 1st. Price also includes a 100% performance bond. Bond is issued at the time of order.

Base Price one unit: \$676,518.44

Sourcewell and Pre-Pay discount: -\$77,975.18

Kingsport Net Price: \$598,543.26

Authorization

A handwritten signature in black ink, appearing to read "JBell", is written over a horizontal line.

James Bell, General Manager

865-387-5666 jbell@gwevs.com

Arkansas
1400 E. W. Martin St
Conway, AR 72032

Mississippi
7195 Maygan Dr
Olive Branch, MS 38654

Memphis, TN
892 Kansas Street
Memphis, TN 38111

Nashville, TN
3502 Dickerson Pike
Nashville, TN 37207

Toll Free: (800) 233-5053

Fax: (501) 327-3208

www.gwevs.com

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: **PIERCE MANUFACTURING INC.**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
P.26 / 7.12	Trade In value negotiated with Vendor	Trade In would be negotiated with the Pierce Dealer.	Accept.
P.17 / 5.45 p.22 / 6.23.1	Shipping Charges Commercial General Liability	Shipping Charges not included in the base specification pricing Each authorized Pierce Dealer is responsible for General Liability and Pierce Manufacturing Inc. will provide Product Liability and Umbrella/Excess Liability Insurance.	Accept as clarification.
	<u>PRODUCT LIABILITY INSURANCE</u> The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance: Each Occurrence: \$1,000,000 Products/Completed Operations Aggregate: \$1,000,000 <u>UMBRELLA/EXCESS LIABILITY INSURANCE</u> The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance: Each Occurrence: \$25,000,000 Aggregate: \$25,000,000		Accept.
p.23 / 6.26	Subcontractors		Reject.

Proposer's Signature: _____

Date: 2/26/18**NJPA's clarification on exceptions listed above:**

Contract Award
RFP #022818

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

| FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES |

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: **PIERCE MANUFACTURING INC.**

Date: **FEBRUARY 19, 2018**

Company Address: **2600 AMERICAN DRIVE**

City: **APPLETON**

State: **WI**

Zip: **54914**

GE Code/Duns & Bradstreet Number: **00-607-0445**

Contact Person: **MICHAEL E. PACK**

Title: **VICE PRESIDENT, FINANCE, FIRE & EMERGENCY**

Authorized Signature: _____

MICHAEL E. PACK
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-PMI

Proposer's full legal name: Pierce Manufacturing Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-PMI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Pierce Manufacturing Inc.

Authorized Signatory's Title VP Finance



VENDOR AUTHORIZED SIGNATURE

Michael E Pack
(NAME PRINTED OR TYPED)

Executed on April 20, 2018

NJPA Contract # 022818-PMI

PROPOSER ASSURANCE OF COMPLIANCE**Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: **PIERCE MANUFACTURING INC.**

Address: **2600 AMERICAN DRIVE**

City/State/Zip: **APPLETON, WI 54914**

Telephone Number: **920-832-3000**

E-mail Address: **SALESSUPPORT@PIERCEMFG.COM**

Authorized Signature: _____

Authorized Name (printed): **MICHAEL E. PACK**

Title: **VICE PRESIDENT, FINANCE, FIRE & EMERGENCY**

Date: **FEBRUARY 19, 2018**

Notarized



Subscribed and sworn to before me this 26th day of February, 2018

Notary Public in and for the County of Winnebago State of Wisconsin

My commission expires: 9/15/21

Signature: Kerry A. Dereszynski



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: **PIERCEMANUFACTURING INC.**

Questionnaire completed by: **KRISTINA SPANG**

PAYMENT TERMS & FINANCING OPTIONS

1) What are your payment terms (e.g., net 10, net 30)?

All sales of Pierce apparatus are sold through the authorized Pierce dealers.

Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use to make certain acquisitions?

The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. Through the Pierce Financial Solutions program, PNC Equipment Finance provides the industry's most extensive line of lease plans for fleet replacement. With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.

Lease Purchase Plan

With a lease purchase plan, you can purchase the apparatus gradually over time. This allows you to use available capital for operations or other needs. At the end of the lease, you can purchase the apparatus for just \$1. Terms for this plan range from 2 to 15 years (10 years for apparatus with commercial chassis).



Choose a lease purchase if:

You prefer ownership of the apparatus and need to spread capital costs over time.

Turn-In Lease Plan

The turn-in lease plan contains a "balloon payment" for the estimated resale value of the apparatus at the end of the lease. A department has two options at lease term:

1. Purchase the apparatus by paying off or refinancing the "balloon payment."
2. Return the apparatus to Pierce and lease a new Pierce apparatus (Pierce pays off the "balloon payment").

Terms for this plan range from 2 to 10 years. This lease contains mileage and apparatus condition provisions, with 10,000 and 15,000 annual mileage options available.



Choose a turn-in lease if:

You want to pay for the use of the apparatus over the lease term and need a flexible, cost-effective fleet management program.

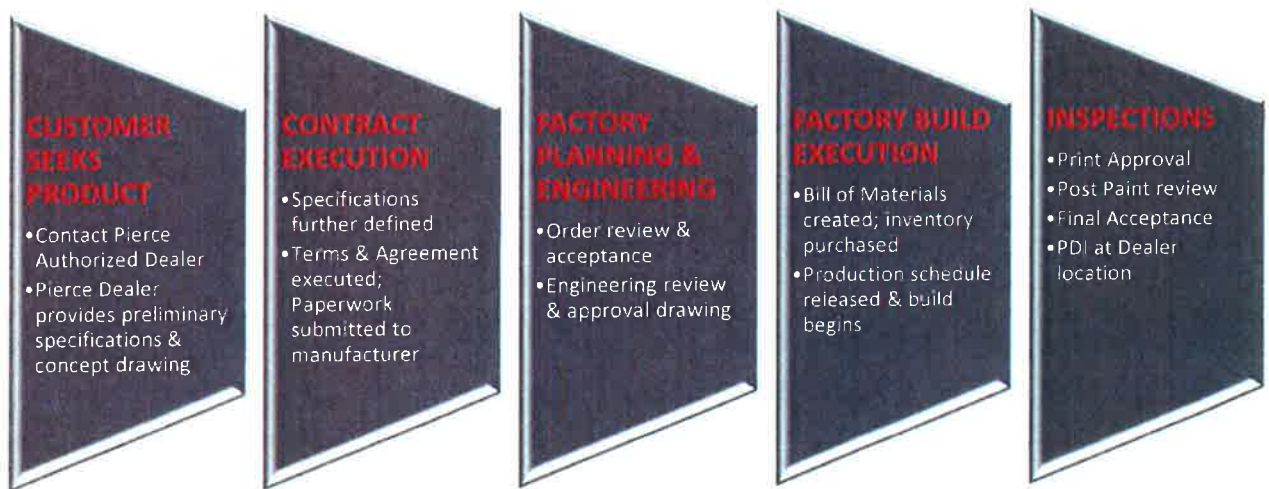
Program Benefits

- All departments qualify
- Highly competitive tax-exempt interest rates
- 100% financing with no documentation fees
- Flexible payment plans
- One year deferred payment plans
- Prepay program that lowers payments while eliminating interest rate risk
- Dedicated Account Executive to assist you through the entire financing process

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The Pierce authorized dealer will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency.

Pierce requests to provide all reports to NJPA for a sole source contact along with all payments on behalf of our Pierce dealers to NJPA. This provides ease for all parties involved.



- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

NO

WARRANTY

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.

The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.

Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).

COMPONENT	WARRANTY	COMPONENT	WARRANTY
Cab & Chassis	1 YEAR	Apparatus Body – parts and labor	1 YEAR
Chassis frame rails	LIFETIME	Apparatus Body - paint	10 YEARS PRORATED
Engine	MANUFACTURER'S	Apparatus Body - structural	10 YEARS
Transmission	MANUFACTURER'S	Aerial Device - structural	10 YEARS
Fire Pump	MANUFACTURER'S	Aerial Device – hydraulic components	3 – 5 YEARS
Fire Pump Panel Gauge	1 YEAR	Aerial Device – parts and labor	1 YEAR
Water Tank	LIFETIME	Aerial Device - waterway	1 YEAR

The Manufacturer's warranty shall not apply to the following:

- Wear items
- Normal adjustments and maintenance services.
- Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.
- Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.
- Items subjected to misuse, negligence, accident, or improper maintenance.
- Loss of time or use of the product, inconvenience or other incidental expenses.

The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post-correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.

All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.

<< WARRANTY SAMPLE LISTING ENCLOSED >>

- **Do your warranties cover all products, parts, and labor?**

Our one-year bumper to bumper warranty cover all product, parts and labor.

Select basic warranty certificates attached for review.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

We do have some base and extended warranties that have mileage limitations set to them.

Examples of base warranties are our structural warranties which carry a 100,000-mile limit.

Extended warranties carry various mileage limits based on the specific coverage.

Paint warranties are prorated based on age of the unit.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**

Pierce Manufacturing Inc and our authorized Dealers pride ourselves on our ability to service and support our product wherever it may be located.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

Major components installed but not manufactured by Pierce are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles.

Component Warranties

In some cases, suppliers will offer warranties beyond the Pierce one-year Warranty. Warranties provided by individual suppliers other than Pierce apply after the one-year vehicle warranty. Pierce does not administer all individual supplier warranties and per the supplier are to be addressed directly with the supplier themselves.

- **What are your proposed exchange and return programs and policies?**

Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer.

Aftermarket Parts Warranty

Pierce warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only.

Return of Defective Parts

If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.

6) Describe any service contract options for the items included in your proposal.

Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.

No service contracts are included in this proposal.

PRICING, DELIVERY, AUDITS, & ADMINISTRATIVE FEE

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska.

Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Rescue products, Tanker products, and Specialty vehicles.

CUSTOM AND COMMERCIAL PUMPER PRODUCTS

Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.

AERIAL PRODUCTS

Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.

RESCUE PRODUCTS

Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style.

The configuration capabilities vary but includes: capacity to integrate complex A/V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.

TANKER PRODUCT

Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.

SPECIALTY VEHICLES

Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini-pumper to a Wildland Type III vehicle.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts).

The pricing model that Pierce is applying to this RFP will be the combination of line item pricing for the base specifications outlined in detail following and a percentage discount for catalog options.

The combination approach best suits the end user/NJPA member as it provides an easy to understand price for the base model product that they are seeking while providing them the extensive array of options to add to customize the apparatus to their specific needs, regional requirements, and technology needs.

The volume of options Pierce offers (over 140,000 and growing) does not make it user friendly or in the best interest of Pierce to publish. Pierce has manufactured over 62,000 fire apparatus and the majority are unique compared to the next.

The combination approach provides a basis to start with a published contract price with the flexibility to customize options with an established discount.

Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The Line Item Pricing items are provided in an attached Excel document identified as follows:

- Product Category
- Identification ID#
- Product Description
- Product Attributes
- List Price
- Line Item (Contract) Price

The Percentage Discount items are applicable to the unpublished options added to the published base specification with a discount of 5.5% off List

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The pricing presented in this proposal represents a 5.5% discount from Pierce's List price for unpublished options.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Multi-Unit Purchase Discount:

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case by case basis.

Pre-Payment Discount

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

Payment & pricing options:

Chassis Progress Payment Discount: Discount of approximately 2.5% to 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products.

Aerial Device Progress Payment Discount: Discount of approximately 1.5% to 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Pre-Delivery Expenses

Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.

- Factory inspection trips
- Weekly construction photo progress reports
- Orientation DVD specific to your apparatus
- Loose Equipment
- Engine and or transmission diagnostic software
- Loose equipment (open market items) such as but not limited to: monitors, hose, intercom system, radio equipment, and rescue tools and equipment
- Pre-delivery service consisting of basic fluids and filters
- Custom fabrication for tool mounting and communication equipment
- Other items as requested by customer and deemed sourced or open market

Sales and other taxes are not included as is any license or title fees are also not included.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Transportation Expenses

Prices quoted in RFP #022818 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in your area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near your location, the apparatus may be delivered directly to your facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary from as low as \$1,000.00 to as high as \$15,000.00 or more if flatbed, barge or container ship transport is required.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the first destination and then wrapped for cargo boat transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required.

Shipping within the 49 US states, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NONE

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

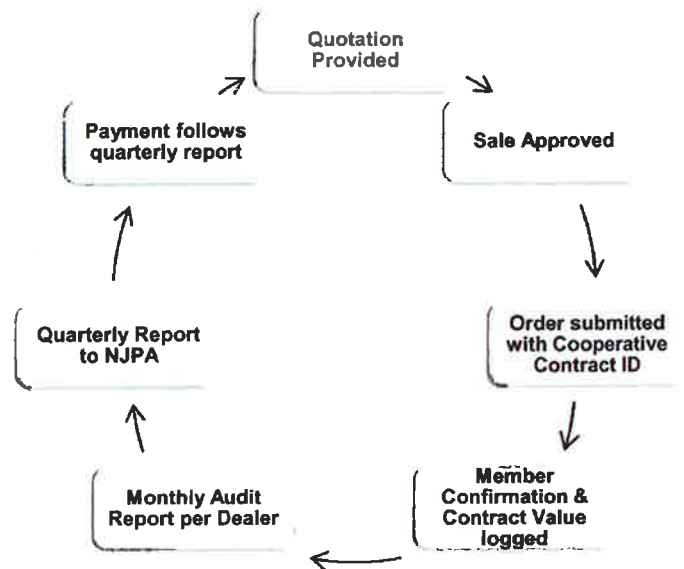
Pierce takes pride in upholding the integrity of the programs and contracts we participate in.

System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.

All base specifications have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.

The process (to the right) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved.

Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process.



18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The Administrative Fee that Pierce will pay to NJPA for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.

INDUSTRY SPECIFIC QUESTIONS

- 19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

CERTIFIED: ISO 9001

Pierce Manufacturing was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001-2015 certification — which covers all aspects of our business, from engineering and manufacturing to customer service.

CERTIFIED: UL/ULC

NFPA 1901 UL Certification & UL Canada (ULC) Certification

Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”

Pierce Master Technician Program

The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce currently has 167 Master Technicians certified and others in the program.

- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Pierce uses high quality materials with proprietary designs to provide the best fire apparatus in the industry.

- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

The expected life cycle of a Pierce apparatus can be 20-25 years or more dependent on the miles and hours on the apparatus. The trade-in value of Pierce apparatus has also been known to be higher than other manufacturers.

- 23) State whether your proposal includes the sale of “demo” units and describe the process related to offerings of demo units, if applicable.

Stock fire apparatus are an important part of our business allowing for quick deliveries, emergency purchases, alternate bids, and competitive bids with shortened lead times.

Pierce offers a Stock Program based off what is currently being sold; these will be well configured/contented units that are configured by Pierce.

Pierce dealers can search the internal Stock Truck listing in Pulse to see: Product Details – Body, Chassis, and description, Price, Sales Drawing, Photos (if unit is complete). NJPA customer can also visit www.piercemfg.com to view Stock Trucks.

The Stock Program may offer different promotions throughout the year dependent on the products available and would be submitted as the Hot List pricing using the NJPA Price and product Change form.

Signature: _____



Date: _____

2/26/18



AGENDA ACTION FORM

Approve up to \$250,000 in Matching Funds to Petworks Animal Services, Inc's New Facility Capital Campaign

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

Action Form No.: AF-103-2022
Work Session: April 18, 2022
First Reading: N/A

Final Adoption: April 19, 2022
Staff Work By: Chicco, Morris
Presentation By: Chris McCartt

Recommendation:

Approve the resolution.

Executive Summary:

In an attempt to help reduce the Petworks Animal Services Inc's debt burden, staff recommends the City match dollar for dollar, up to \$250,000, donations to the Petworks building capital campaign. Matching payment from the City of Kingsport to Petworks Animal Services, Inc. will be contingent on proof of received donations up to \$250,000. This financial assistance will better enable Petwork's ability to serve the citizens of Kingsport

Completed in the fall of 2020, the new \$3.95 million Petworks Animal Services, Inc. facility is open to and highly utilized by the public. The shelter was designed in 2016 with municipal funding. In 2018, the county withdrew from SBK Animal Control, Inc. along with a pledged contribution of \$1.2 million to the facility capital campaign. In response the City of Kingsport and the Humane Society of Greater Kingsport formed Petworks Animal Services, Inc. in 2019.

The entity has raised over \$2.7 million in capital contributions from all over the region, but still holds a building note of \$1.3 million. Interest paid on the debt has had a substantial impact on the annual Petworks operating budget and will continue to hinder operations until the debt is substantially reduced.

Funding for this match will come from the Petworks Debt Reduction project (GP2212).

Attachments:

1. Resolution

Funding source appropriate and funds are available: *CM*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH
PETWORKS ANIMAL SERVICES, INC. TO PROVIDE MATCHING
FUNDS FOR THE BUILDING CAPITAL CAMPAIGN AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO
EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city, along with the county, had been operating an animal shelter in the city limits under the name of SBK Animal Control, Inc., and in 2016 designed a new facility to meet their needs; and

WHEREAS, in 2018, the county withdrew from SBK Animal Control, Inc.; and

WHEREAS, in response the city and the Humane Society of Greater Kingsport formed Petworks Animal Services, Inc. in 2019 and completed the new facility located on Stone Drive in the fall of 2020 which is highly utilized by the public; and

WHEREAS, Petworks Animal Services, Inc., has raised over \$2.7 million in capital contributions from all over the region to cover the cost of the this building, but still holds a building note of \$1.3 million and the interest paid on the debt has had a substantial impact on the annual Petworks operating budget and will continue to hinder operations until the debt is substantially reduced; and

WHEREAS, in an attempt to help reduce the entity's debt burden, the city desires to provide matching funds up to \$250,000.00 to the Petworks building capital campaign, contingent upon proof of received donations up to \$250,000.00; and

WHEREAS, Funding for this match will come from the Petworks Debt Reduction project (GP2212).

Now therefore,

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

SECTION I. That an agreement with Petworks Animal Services, Inc., to provide matching funds up to \$250,000.00 to the Petworks building capital campaign, contingent on proof Petworks received donations up to \$250,000.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Petworks Animal Services, Inc., to match dollar for dollar up to \$250,000.00 in donations to the Petworks building capital campaign, contingent upon proof of received donations up to \$250,000.00, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

CITY OF KINGSFORT, TENNESSEE
AND

**PETWORKS ANIMAL SERVICES, INC.
FUNDING AGREEMENT**

THIS AGREEMENT made and entered into as of this 19th day of April, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the PETWORKS Animal Services, Inc., hereinafter called "CENTER".

W I T N E S S E T H:

WHEREAS, CENTER desires to enter into an Agreement with CITY whereby CENTER will, subject to the terms and conditions of this Agreement, exercise its due diligence and best efforts to secure donations for its building capital campaign; and

WHEREAS, CITY by and through its duly elected officials and officers, desires to match dollar for dollar those donations which CENTER receives for its building capital campaign but in no event shall CITY contribute more than \$250,000.00 in matching funds; and

WHEREAS, CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, CENTER and CITY acknowledge and agree that matching donated funds is for a public purpose in that CENTER's ability to discharge the outstanding debt on its building will financially strengthen CENTER and thereby empower CENTER to provide animal control services to the City of Kingsport and its residents.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

SECTION 1. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide dollar for dollar matching funds for the CENTER's building capital campaign, in an amount not to exceed \$250,000.00, contingent on proof of Center's receipt of donations up to \$250,000.00.

SECTION 2. DESCRIPTION OF THE PROJECT.

CENTER agrees as follows:

A. To continue to provide shelter, food and housing for lost, stray and unwanted animals and abide by all existing obligations currently owed to CITY as set forth in those agreements between CENTER and CITY.

B. CENTER shall exercise its due diligence and best efforts to secure donations towards its building capital campaign.

SECTION 3. MAXIMUM PAYMENT.

It is expressly understood and agreed that the total amount to be paid by CITY to CENTER under this Agreement will be an amount equal to the donations received by CENTER for its building capital campaign but in no event shall the amount exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) The payment(s) will be made upon satisfactory proof by CENTER to the CITY of the deposit of donor funds. CITY shall have the absolute discretion to determine whether proof of deposited donors funds is satisfactory.

SECTION 5. PAYMENT BY CITY.

Payments made pursuant to this Agreement will not constitute a final determination by CITY of the allowability of any costs and will not constitute a waiver of any violation of the terms of the Agreement.

SECTION 6. AUDITS.

CENTER prior to receiving funds pursuant to this Agreement it must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

A. Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

B. A description of the program that serves the residents of the municipality; and

C. The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. CENTER will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of CENTER with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

SECTION 7. ACCOUNTING, RECORD KEEPING AND REPORTING REQUIREMENTS.

CENTER will establish and maintain an accounting, record-keeping and reporting system consistent with generally accepted accounting principles and no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee. CENTER further agrees to submit to CITY a copy of its most recent audited report at the same time said report is submitted to the State. CENTER will present bi-annually the accounting and record keeping documents to the CENTER Board of Directors.

SECTION 8. LIABILITY.

CENTER agrees to hold CITY harmless from any liability of any kind or nature whatsoever which may in any way result from any activities of CENTER, or any of its agents, employees, or any person, firm or corporation utilizing the premises or the services of CENTER. Specifically, but without limitation, CENTER agrees to the following:

A. CENTER will provide workers compensation insurance for its employees or other appropriate individuals operating upon the premises. It is further understood by and between the parties that the CENTER director, and any other employees, volunteers or agents of CENTER, will not be considered agents or employees of CITY, but will be solely under the direct control and supervision of CENTER, an independent contractor, under the terms of this Agreement.

B. CENTER will furnish liability insurance, specifically naming CITY as an additional insured, to defend, indemnify and save harmless CITY from any and all claims and suits for injuries to person or property arising in any way out of the performance of the Agreement, the use of the premises, or caused in any way by the acts or omissions of CENTER, its agents, employees and representatives, including volunteer workers. CENTER will obtain and maintain in effect at all times said liability insurance in amounts and coverages approved by CITY, within its sole discretion, and will present proof of such insurance to CITY.

C. CENTER will maintain liability, fire, and other related insurance upon the contents of the building or buildings upon the premises, and CITY will have no responsibility thereof. In case of extensive damage by fire or other casualty to the building or buildings upon the premises, CITY will have the option to terminate this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No member, official, or employee of CITY shall be personally liable to CENTER in the event any provision of the Agreement is unenforceable for any reason; there is any default or breach by CITY; for any amount which may become due under the agreement; or on any obligations under the terms of the Agreement.

SECTION 10. INDEPENDENT CONTRACTOR.

CENTER'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. CENTER is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither CENTER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by CENTER, or its employees or agents.

SECTION 11. CHANGES.

This Agreement may be amended only by a written instrument signed by properly authorized representatives of CITY and CENTER.

SECTION 12. ASSIGNMENT AND SUBLETTING.

CENTER may not assign this Agreement without the express written consent of CITY.

SECTION 13. TERMINATION.

This Agreement may be terminated by either party upon at least 30 days written notice prior to the effective date of such termination. CENTER shall be ineligible for, and CITY shall have no obligation to, any funds which have not been disbursed by CITY to CENTER as of the effective termination date.

SECTION 14. CHANGED CONDITIONS AFFECTING PERFORMANCE.

CENTER will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

SECTION 15. ASSURANCES.

CENTER hereby assures CITY that CENTER is legally entitled to funds from CITY.

SECTION 16. OPERATING INFORMATION.

CENTER will provide any relevant information requested by CITY concerning CENTER's program including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees. When this Agreement requires written permission from the CITY, the Chief of Police is the individual that may grant such permission.

SECTION 17. PROJECT TERM.

CENTER shall have one year from execution of this agreement to raise funds equal to CITY's maximum contribution of \$250,000.00.

SECTION 18. MISCELLANEOUS.

This written Agreement represents the entire Agreement of the parties and except as set out herein, any prior Agreements, understandings, statements or negotiations are merged herein. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[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 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Approve a \$150,000 Donation of Visitors Enhancement Funds to the Netherland Inn/Exchange Place Association, Inc. for Repairs to and Maintenance of the Facilities

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

Action Form No.: AF-104-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Chicco, Morris
 Presentation By: C. McCartt

Recommendation:

Approve the resolution.

Executive Summary:

In an effort to maintain the original aesthetic of the historic Netherland Inn and Exchange Place properties, the Netherland Inn/Exchange Place Association, Inc. has requested \$150,000 from the City of Kingsport. These facilities promote the local history, art, architecture, and engineering of the area's founding, and as such city staff recommends the allocation of Visitor's Enhancement Funding.

Visitor's Enhancement funding accounts for 25% of the Hotel/Motel Tax collected within the municipal boundaries of Kingsport, which is set aside annually to help promote tourism in the city.

If passed, funding to the Netherland Inn/Exchange Place Association, Inc. will come from the Visitor's Enhancement Fund in amount of \$75,000 in FY 2022 and \$75,000 in FY 2023.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE NETHERLAND INN/EXCHANGE PLACE ASSOCIATION, INC., FOR A DONATION OF VISITOR ENHANCEMENT FUNDS FOR REPAIRS TO AND MAINTENANCE OF THE FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Netherland Inn and the Exchange Place are historic locations that promote local art, architecture, and engineering of the area's founding; and

WHEREAS, the Netherland Inn and the Exchange Place Association, Inc., which manages these facilities, has requested funds to aid in repairs and maintenance of the facilities in order to maintain the original aesthetics of the facilities; and

WHEREAS, funds, in the total amount of \$150,000.00, will be drawn from the Visitor's Enhancement Fund and disbursed in installments of \$75,000 in FY 2022 and \$75,000 in FY 2023.

Now therefore,

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

SECTION I. That an agreement with Netherland Inn and the Exchange Place Association, Inc., for funds to aid in repairs and maintenance of the facilities, in the total amount of \$150,000.00, drawn from the Visitor's Enhancement Fund and disbursed in installments of \$75,000 in FY 2022 and \$75,000 in FY 2023, 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 Netherland Inn and the Exchange Place Association, Inc., for funds to aid in repairs and maintenance of the facilities, in the total amount of \$150,000.00, drawn from the Visitor's Enhancement Fund in the amount of \$75,000 in FY 2022 and \$75,000 in FY 2023, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**AGREEMENT
BETWEEN
THE CITY OF KINGSFORT, TENNESSEE
AND**

NETHERLAND INN/EXCHANGE PLACE ASSOCIATION, INC.

THIS AGREEMENT made and entered into as of this 19th day of April, 2022, by and between the City of Kingsport, hereinafter called "CITY", and the Netherland Inn/Exchange Place Association, Inc., hereinafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, ASSOCIATION is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, CITY is authorized by Tennessee Code Annotated §6-54-111 et seq. to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, ASSOCIATION maintains and operates the Netherland Inn as well as the Exchange Place which are historic sites located within CITY that promote local history, art, architecture and engineering for local residents as well as visitors to enjoy; and

WHEREAS, to assist ASSOCIATION fulfill its purpose which in turn benefits local citizens and the local economy CITY desires to provide financial assistance to the CENTER; and
WHEREAS, the parties desire to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to provide funds to aid in repairs and maintenance of the facilities under the care of ASSOCIATION and to state the terms and conditions upon which financial assistance will be provided by CITY and the manner in which the project will be carried out by ASSOCIATION.

2. **DESCRIPTION OF THE PROJECT.** ASSOCIATION agrees to perform repairs to and maintain of the facilities for the Netherland Inn/Exchange Place Association with the funds allocated herein in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$75,000) for FY 2022 and SEVEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$75,000) for FY 2023.

3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by CITY to ASSOCIATION under this Agreement will not exceed SEVENTY FIVE THOUSAND DOLLARS and NO/100 (\$75,000) during CITY's fiscal year 2022 and SEVENTY FIVE THOUSAND DOLLARS and NO/100 (\$75,000) during CITY's fiscal year 2023.

4. **DISBURSEMENT INTERVALS.** CITY will disburse the fiscal year 2022 funds no later than 1st of May, 2022 and will disburse the fiscal year 2023 funds no later than September 1st, 2022, conditioned upon ASSOCIATION's fulfillment of the reporting requirements contained in paragraph 11 herein.

5. **AUDITS.** ASSOCIATION prior to receiving funds pursuant to this Agreement must file with the city clerk a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(A) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury and prepared and certified by the chief financial officer of such nonprofit organization;

(B) A description of the program that serves the residents of the municipality; and

(C) The proposed use of the municipal assistance.

The report filed pursuant hereto shall be open for public inspection during regular business hours of the city clerk's office.

Additionally, as a condition to receiving the funding set forth herein financial reports shall be available to fiscal officers of the CITY and shall be subject to audit as CITY deems appropriate. ASSOCIATION will permit CITY or its representatives to inspect all work, materials, payrolls, and other records with regard to the project, and to audit the books, records, and accounts of ASSOCIATION with regard to the project. Such records will be retained for this purpose for a period of not less than three years.

6. **CHANGES.** Any changes in this Agreement will require a written amendment executed by all parties hereto.

7. **TERMINATION.** This Agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of such termination. In the event of termination by either party, ASSOCIATION shall be ineligible for and CITY shall have no obligation to disburse any funds which have not been disbursed at the time the agreement terminates.

8. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** ASSOCIATION will immediately notify CITY of any change in conditions or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

9. **ASSURANCES.** ASSOCIATION hereby assures CITY that ASSOCIATION is legally entitled to funds from CITY.

10. **OPERATING INFORMATION.** ASSOCIATION will provide any relevant information requested by CITY concerning ASSOCIATION's program, including, but not limited to, contracts for third party financial arrangements, annual financial statements and audit reports, schedules and fees.

11. **REPORTING.** ASSOCIATION will submit to the Board of Mayor and Aldermen a report setting out how fiscal year 2022 and fiscal year 2023 funds allocated by CITY to ASSOCIATION were utilized to perform repair and maintenance projects at the respective facilities and what impacts those projects had on operations and patronage of the facilities. This report shall be received before the end of fiscal year 2023.

12. **INDEPENDENT CONTRACTOR.** ASSOCIATION'S relationship with CITY is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. ASSOCIATION is not the agent of the CITY and is not authorized to make any representation, contract or commitment on behalf of CITY. Neither ASSOCIATION nor its employees will, under any circumstances, be considered servants, agents,

partners or a joint venture of CITY, and CITY will at no time be legally responsible for any negligence or other wrong doing by ASSOCIATION, or its employees or agents.

13. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

ASSOCIATION will indemnify, defend, and hold harmless CITY, including without limitation, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which CITY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with ASSOCIATION'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY. Such indemnification includes any damage to the person(s), or property(ies) of ASSOCIATION and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ASSOCIATION and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[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 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution Awarding the Bid of School Nutrition Services Commodity Processing for Eggs to Michael Foods, Inc., and Authorizing the City Manager to Execute An Agreement with Michael Foods, Inc.

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

Action Form No.: AF-96-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened March 2, 2022 for the School Nutrition Services Commodity Processing for Eggs. One bid was received. After reviewing the submitted proposal, the administration desires to pursue an agreement with Michael Foods, Inc.

Funding will be from the School Nutrition Services budget. School Nutrition Services is a self-supporting department within Kingsport City Schools.

Attachments:

1. Resolution
2. Bid Tab

Funding source appropriate and funds are available: *JM*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID OF SCHOOL NUTRITION SERVICES COMMODITY PROCESSING FOR EGGS TO MICHAEL FOODS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MICHAEL FOODS, INC.

WHEREAS, bids were opened March 2, 2022, for the commodity processing for eggs for Kingsport City Schools Nutrition Services; and

WHEREAS, upon review of the bids, the board finds Michael Foods, Inc. is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase commodity processing for eggs for Kingsport City Schools Nutrition Services from Michael Foods, Inc.; and

WHEREAS, funding is available in the School Nutrition Budget; and

Now therefore,

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

SECTION I. That the bid for the purchase of School Nutrition Services Commodity Processing for Eggs is awarded to Michael Foods, Inc., and the city manager is authorized to execute a purchase order for same.

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

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

ADOPTED this the 9th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

March 2, 2022

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

SCHOOL NUTRITION SERVICES COMMODITY PROCESSING FOR EGGS			
Vendor:	Item:	Unit Cost:	Comments:
Michael Foods, Inc.	1	\$37.34	French Toast Sticks, Cinnamon
	2	\$37.34	French Toast Sticks, Maple
	3	\$41.15	Egg Omelet with Cheese

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



AGENDA ACTION FORM

A Resolution Awarding the Bid for School Nutrition Services Chemicals to Summers Industrial and Authorizing the Mayor to Execute an Agreement with Summers Industrial

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

Action Form No.: AF-97-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened March 24, 2022 for School Nutrition Services chemicals. One bid was received. After reviewing the submitted proposal, the administration desires to award the bid to with Summers Industrial and requests the mayor be authorized to enter into an agreement with Summers Industrial.

Funding will be from the School Nutrition Services funds, a fully self-funded department.

Attachments:

1. Resolution
2. Bid Tab

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE BID FOR SCHOOL NUTRITION
SERVICES CHEMICALS TO SUMMERS INDUSTRIAL AND
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
AND ALL OTHER DOCUMENTS NECESSARY AND PROPERTY
TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened March 24, 2022, for the purchase of chemicals to be utilized by Kingsport City Schools Nutrition Services; and

WHEREAS, upon review of the bids, the board finds Summers Industrial 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 Summers Industrial for school nutrition services chemicals; and

WHEREAS, funding is be from the School Nutrition Services funds, a fully self-funded department.

Now therefore,

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

SECTION I. That the bid for the purchase of chemicals for use by the Kingsport City Schools Nutrition Services, is awarded to Summers Industrial.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an agreement with Summers Industrial for chemicals for use by the Kingsport City Schools Nutrition Services, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution.

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

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

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

ADOPTED this the 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

BID OPENING MINUTES

March 24, 2022

4:00 P.M.

Present: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager Schools

The Bid Opening was held in the Conference Room 436, 4th Floor, City Hall.

The Procurement Manager opened with the following bids:

REBID - SCHOOL NUTRITION SERVICES CHEMICALS		
Vendor:	Item:	Unit Cost:
Summers Industrial	1	\$69.49
	2	\$41.62
	3	\$37.64
	4	\$14.58
	5	\$64.01
	6	\$13.07
	7	\$10.98

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



AGENDA ACTION FORM

A Resolution Approving an Application and Contract with Virginia Department of Rail and Public Transportation for Federal Transit Administration Section 5303 Planning Funds

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

Action Form No.: AF-99-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Susan Doran/Lesley Phillips
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

Each year, the City of Kingsport, on behalf of the Kingsport MTPO, applies for and receives an allocation of Section 5303 Planning funds from the Federal Transit Administration (FTA) via the Virginia Department of Rail and Public Transportation (DRPT). The Kingsport MTPO's jurisdiction covers part of Virginia as well as Tennessee and receives separate FTA funding through each state government. This is a separate application and contract through Virginia's DRPT based on population in the Virginia portion of the urbanized area. These funds are used by the Kingsport MTPO for transportation planning activities.

For FY 2023 the total grant funding is \$5,348.00, which is proportioned as follows: FTA 80% or \$4,278.00, VA DRPT 10% match or \$535.00, and City of Kingsport 10% match or \$535.00. Appropriation and a project budget for these funds have already been programmed through the City's FY 2023 budget process. The action approves submittal of the application and acceptance of the contract and Section 5303 funds.

FTA requires the FY22 Certifications and Assurances be executed by the City of Kingsport. This document contains the requirements that must be adhered to for all grants received from Virginia DRPT. Once this document is complete, the contract(s)/project agreement(s) will be issued.

Attachments:

1. Resolution
2. Certifications and Assurances

Funding source appropriate and funds are available: *fun*

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 AUTHORIZING THE MAYOR TO EXECUTE THE ELECTRONIC APPLICATION AND CONTRACT BETWEEN THE CITY OF KINGSPORT AND THE VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION TO RECEIVE FEDERAL HIGHWAY ADMINISTRATION PLANNING FUNDS FOR USE BY THE KINGSPORT AREA METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE FISCAL YEAR 2023; AUTHORIZING THE MAYOR TO EXECUTE THE FTA FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES, AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LETTER OF AUTHORIZATION

WHEREAS, the Federal Highway Administration provides planning funds for use by the Metropolitan Planning Organization (MPO) available through the Virginia Department of Rail and Public Transportation (DRPT) in the amount of \$5,348.00 for fiscal year 2022; and

WHEREAS, matching funds in the amount of \$535.00 are required, which are accounted for during the annual budget process and will come from the approved FY2023 budget for the MPO; and

WHEREAS, the Federal Transit Authority requires the Certifications and Assurances be executed to receive the Section 5303 Planning Funds.

Now therefore,

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

SECTION I. That the online application and contract with the Virginia Department of Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,348.00 and requiring \$535.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2023, 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, Chapter 10 of the Charter of the City of Kingsport, the online application and contract with the Virginia Department of Rail and Public Transportation to receive Federal Highway Administration Planning Funds in the amount of \$5,348.00 and requiring \$535.00 in matching funds for use by the Kingsport Area Metropolitan Transportation Planning Organization for the fiscal year 2023 and any other documents necessary and proper to effectuate the purpose of the letter of Authorization.

SECTION III. That the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances is approved.

SECTION IV. 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, Chapter 10 of the Charter of the City of Kingsport, a Federal Transit

Administration Fiscal Year 2022 Certifications and Assurances and any other documents necessary and proper to effectuate the purpose of the same.

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

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

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

ADOPTED this the 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

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

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

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

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS


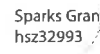


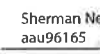
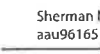
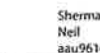
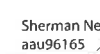
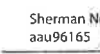


(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

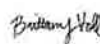


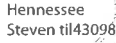

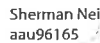

Name of Applicant: Virginia Department of Rail and Public Transportation

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification	
01 Certifications and Assurances Required of Every Applicant	 Sherman Neil aa96165	NS
02 Public Transportation Agency Safety Plans	 Sparks Grant hsz32993	GS
03 Tax Liability and Felony Convictions	 Digitally signed by Tanyea Darrisaw Date: 2022.02.07 15:01:33 -05'00'	TD
04 Lobbying	 Digitally signed by Tanyea Darrisaw Date: 2022.02.07 15:01:55 -05'00'	TD
05 Private Sector Protections	 Sherman Neil aa96165	NS
06 Transit Asset Management Plan	 Sherman Neil aa96165	NS
07 Rolling Stock Buy America Reviews and Bus Testing	 Sherman Neil aa96165	NS
08 Urbanized Area Formula Grants Program	 Sherman Neil aa96165	NS
09 Formula Grants for Rural Areas	 Sherman Neil aa96165	NS
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	 Sherman Neil aa96165	NS
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	 Sherman Neil aa96165	NS

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	 Digitally signed by Volt Brittany uhw35392 Date: 2022.02.07 06:13:51 -05'00'	BV
13	State of Good Repair Grants	 Sherman Neil aa96165	NS
14	Infrastructure Finance Programs	 Digitally signed by Tanyea Darrisaw Date: 2022.02.07 15:02:19 -05'00'	TD
15	Alcohol and Controlled Substances Testing	 Hennessee Steven til43098	SH
16	Rail Safety Training and Oversight	 Ennis Andrew dgt53544	AE
17	Demand Responsive Service	 Sherman Neil aa96165	NS
18	Interest and Financing Costs	 Sherman Neil aa96165	NS
19	Cybersecurity Certification for Rail Rolling Stock and Operations		N/A
20	Tribal Transit Programs		N/A
21	Emergency Relief Program		N/A

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Virginia Department of Rail and Public Transportation

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2022

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature  Digitally signed by Tanyea Darrisaw
Date: 2022.02.07 15:02:50 -05'00'

Date: _____

Name Tanyea Darrisaw Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Virginia Department of Rail and Public Transportation

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



AGENDA ACTION FORM

A Resolution Renewing the Award of the Bid for Propane & Propane Conversion Kits

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

Action Form No.: AF-101-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds/S. Leonard

Recommendation:

Approve the resolution.

Executive Summary:

Bids were opened on May 23, 2018 for the purchase of Propane which includes propane conversion kits for use by the City. The City's Invitation to Bid included a renewal option clause which allows the City to renew the award for an additional 12 month period if costs are acceptable to both parties with BMA approval. It is the recommendation of the Fleet Maintenance Manager and the Procurement Manager to extend the propane & propane conversion kits with Blossman Gas at \$.28 per gallon mark-up margin above the daily average rack price for Martin, TN per Lexington, SC the day of delivery. There will be a \$.045 per gallon fuel delivery surcharge.

The time frame for this renewal is July 1, 2022 through June 30, 2023.

Please see the attached documents for more information.

Funding is identified in various City and Schools accounts.

Attachments:

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

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

A RESOLUTION RENEWING THE AWARD OF BID FOR THE PURCHASE OF PROPANE AUTO GAS AND PROPANE CONVERSION KITS FOR USE IN CITY EQUIPMENT FOR FISCAL YEAR 2023 TO BLOSSMAN GAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 23, 2018, the board approved an award of bid (Resolution No. 2019-100) to Blossman Gas for propane auto gas and propane conversion kits on an as needed basis for use by all city departments and schools; and

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

WHEREAS, subsequent thereto the board adopted Resolution Nos. 2019-152, 2020-167, and 2021-199 which renewed the bid; and

WHEREAS, the city would like to again renew the award of bid to Blossman Gas for propane conversion kits and propane auto gas during the period from July 1, 2022, through June 30, 2023 at a rate of \$.28 per gallon mark-up margin above the daily average rack price for Martin, TN per Lexington, SC the day of delivery with a \$.045 per gallon fuel delivery surcharge.

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

Now therefore,

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

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

SECTION II. That the renewal of the bid for purchase of propane conversion kits for the period of July 1, 2022, through June 30, 2023, for use by Fleet Maintenance and funding will be provided from various city and schools accounts to Blossman Gas is approved, and the city manager is authorized to execute purchase orders for the same.

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

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

ADOPTED this the 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

MINUTES BID OPENING

May 23, 2018 - 4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager. The Bid Opening was held in the Council Room, City Hall. The Procurement Manager opened with the following bids:

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

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

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

March 23, 2022

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

Re: Propane AutoGas Contract

We appreciate being a service provider for the City of Kingsport and your AutoGas Program. Thank you for your long-term operations of a Propane AutoGas Program.

We would like to accept the opportunity to renew the current Propane AutoGas Contract with the City of Kingsport with one exception or addition listed below.

- The current contract pricing for propane fuel and AutoGas Systems remains the same.
- The services and support for the City of Kingsport and your Propane AutoGas Program would remain the same.
- Our request would be to add 0.045 per gallon of propane Autogas delivered to the City of Kingsport. This request is due to the increase in our operation and delivery costs. If granted, this request would be renewed for the following years contract.
- With the dates of: July 1, 2022 – June 30, 2023

Thank you for being a customer. Also, for this opportunity for us to continue as a service provider to the City of Kingsport. Please contact us if you have any questions or need any additional information from us.

Best regards,
Darren McArdle
Blossman Gas



FLEET MAINTENANCE DEPARTMENT
City of Kingsport, Tennessee

To: Nikisha Eichmann, Assistant Procurement Manager
From: Steve Leonard, Fleet Manager
Date: April 4, 2022
Re: Propane Purchase Recommendation

This will confirm my review and recommendation to award the purchase contract for propane supply and delivery to the following company. Blossman Gas did have an increase of 0.045 per gallon compared to last year due to higher freight costs, market volatility and driver shortages.

Blossman Gas delivery times have met our expectations in the past and are expected to in the future.

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

Thank you.



AGENDA ACTION FORM

A Resolution to Accept a Donation from the Bays Mountain Park Association for Various Projects at Bays Mountain Park

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

Action Form No.: AF-86-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Megan Krager
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

The board is requested to accept a donation in the amount of \$810,925.00 from the Bays Mountain Park Association (BMPA). During the 50th anniversary celebration of Bays Mountain Park BMPA received donations for various projects throughout 2021 totaling approximately \$810,925.00.

Use of the donated funds is allocated for the following projects:

- \$57,550.00 for the Fox Den Playground,
- \$750,000.00 for the Nature Center, and
- \$3,375.00 for the Fox Habitat.

The acceptance of these funds will allow the City to begin moving forward with design documents, cost estimates, and other necessary preconstruction expenses for these projects. BMPA and the Bays Mountain Park Commission are moving forward on a capital campaign to raise additional funds for these projects. Any funds provided in excess of project expenses will be transferred to other Bays Mountain Park projects.

The City of Kingsport is not obligated to provide any matching funds for these project.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *jm*

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

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE BAYS
MOUNTAIN PARK ASSOCIATION FOR VARIOUS PROJECTS AT
BAYS MOUNTAIN PARK

WHEREAS, the city celebrated Bays Mountain Park's 50th anniversary in 2021, and the Bays Mountain Park Association received donations for various projects throughout the year totaling approximately \$810,925.00; and

WHEREAS, the Bays Mountain Park Association desires to donate these funds to the city to be allocated to the following projects: \$57,550.00 for the Fox Den Playground, \$750,000.00 for the Nature Center, and \$3,375.00 for the Fox Habitat; and

WHEREAS, there is no required match by the city as a condition of accepting this donation.

Now therefore,

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

SECTION I. That the donation to the city from Bays Mountain Park Association of donations, in the amount of \$810,925.00, is accepted.

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 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

A Resolution to Ratify the Mayor's Signature on a Walters State Community College Facilities Use Agreement

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

Action Form No.: AF-108-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Sgt. Randy Murray
 Presentation By: Chief Phipps

Recommendation:

Approve the resolution.

Executive Summary:

Staff recommends the board ratify the mayor's signature on a facilities use agreement with Walters State Community College (WSCC) for use of WSCC's driving track.

WSCC has a driving track which they have agreed to reserve for the Kingsport Police Department (KPD) for training. Sworn personnel will go to Walters State on April 11th, 12th, 25th, and 27th to train in emergency and non-emergency driving.

There is no cost for use of the driving facility.

In order to secure KPD's use of the driving facility on the dates referenced the facilities use agreement needed to be executed before it could be brought before the board.

Attachments:

1. Resolution
2. Facilities Use Agreement

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*

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

RESOLUTION NO. _____

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE ON A FACILITIES USE AGREEMENT WITH WALTERS STATE COMMUNITY COLLEGE FOR THE KINGSPORT POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Walters State Community College has a driving track that the Kingsport Police Department would like to use to train in emergency and non-emergency driving; and

WHEREAS, in order to secure the police department's use of the driving facility on the dates referenced in the Facilities Use Agreement with Walters State Community College, the agreement needed to be executed before it could be brought before the board; and

WHEREAS, there is no cost for use of the driving facility.

Now therefore,

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

SECTION I. That the Facilities Use Agreement with Walters State Community College, executed by the parties on April 5, 2022, is ratified, including the execution of the same by Mayor Patrick W. Shull.

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 Facilities Use Agreement with Walters State Community College, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

**WALTERS STATE COMMUNITY COLLEGE
Facilities Use Agreement**

This Facilities Use Agreement is entered into as of April 5, 2022, (the "Effective Date"), between **Walters State Community College** ("Institution") and **City of Kingsport** for its **Kingsport Police Department ("User")** for use by User of certain space or facilities owned by the Institution.

1. **Space.** Subject to the terms of this Agreement, Institution agrees that User may use the following Space or Space and equipment at the Institution:

Walters State Community College - Morristown Campus

Public Safety Center

Driving Track

2. **Permitted Use.** User may use the Space for the following, and for no other purpose:

EVOC Training

3. **Schedule of Use.** User may use the Space on the following dates and during the following hours:

April 11, 2022 8:00 a.m. - 3:00 p.m.

April 12, 2022 8:00 a.m. - 3:00 p.m.

April 25, 2022 8:00 a.m. - 3:00 p.m.

April 27, 2022 8:00 a.m. - 3:00 p.m.

4. **Compliance with Laws, Policies and Regulations.** When using the Space, User agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Space. User acknowledges

that it has been provided with copies of the Institution's pertinent policies and regulations.

User agrees to take good care of the Space and to maintain the space in as good order and condition as it was prior to User's use.

User agrees not to use or allow the Space to be used for any unlawful purpose. User agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space.

5. **Fees.** User agrees to pay the Institution a rental fee of **\$0.00** whether or not User actually uses the space. The rental fee shall be invoiced to the User. User also shall pay when due all taxes, if any, levied or assessed against the Institution by reason of this Agreement or User's use of the space (other than Institution's income taxes). All payments must be made to **Walters State Community College and sent to the attention of the Cashiers Office at the address indicated at the bottom of this Agreement.**

Estimated personnel fees for this event are **\$0.00** for personnel fees. Personnel fees shall be charged at a pre-determined hourly rate based on the actual time WSCC personnel are required to be present during the User's use of the space. The personnel fee shall be invoiced to the User. **All payments must be made to Walters State Community College and sent to the attention of the Cashiers Office at the address indicated at the bottom of this Agreement.**

6. **Insurance.** The parties acknowledge and agree that User is self-insured through Public Entity Partner, formerly known as Tennessee Municipal Risk Pool, for general liability insurance, and automobile insurance. However, any and all claims against User and/or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Act codified at Tenn. Code Ann. § 29-20-101 *et. seq.*, and it contains limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. City does not have the authority to waive its governmental immunity, therefore the limits of liability in the Governmental Tort Liability Act apply notwithstanding any provision in this Agreement to the contrary. Additionally, no provision of this Agreement shall act or be deemed a waiver by City of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly.

7. **Liability.** User agrees to conduct its activities in the Space in a careful and safe manner. As a material part of the consideration to the Institution, User agrees to assume all risk of damage to and loss or theft of User's property while at the Institution, damage to the Space, and injury or death to persons related to User's use or occupancy of the Space in, upon, or about the Space from any cause, and User waives all claims against the Institution. To the extent permitted by Tennessee law user further agrees to indemnify and hold harmless the Institution, the Tennessee Board of Regents, the State of Tennessee and their officers, regents, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) User's use or occupancy of the Space, or any activity or thing done, performed or suffered by User, its agents, its employees, Users, invitees or persons attending or participating in User's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of User, or any of its agents, its contractors, its employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement. User's indemnity obligations will not extend to any liability to the extent it is caused by the negligence of Institution or its agents or employees. Institution assumes no liability for illness of User's employees, officers, and agents or attendees of events that potentially could occur from the contracting of COVID-19 while attending an event at Walters State Community College.

8. **Environmental Regulations.** User will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by User, User's agents, employees, contractors, invitees, subtenants, concessionaires or Users without first obtaining the Institution's written consent, which the Institution may give or withhold in its sole discretion, or revoke at any time. If the Institution consents, all Hazardous Substances must be handled at User's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. To the extent permitted by Tennessee law, if User causes or permits the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, User will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User shall first obtain Institution's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Tennessee or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous material," "hazardous waste," "extremely hazardous waste" or a "hazardous

substance" pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

9. Assignment and Subletting. User does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of the Institution, which consent may be granted or withheld in the Institution's sole discretion.

10. Default. If User fails to pay any fee or other sum required to be paid by User when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Institution, whether at law or in equity, Institution may immediately terminate this Agreement and all rights of User.

11. Interpretation. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Tennessee, the courts of which state shall have jurisdiction over its subject matter.

12. Relationship. Neither User nor any personnel of User will for any purpose be considered employees or agents of the Institution. User assumes full responsibility for the actions of user's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

13. Notice. Any notices to User of a breach or default of this agreement shall be via certified mail and addressed to:

Attn: Randy Murray
Kingsport Police Department
200 Shelby Street
Kingsport, TN 37660
With a copy to:
Office of the City Attorney
415 Broad Street, 3rd Floor
Kingsport, TN 37660

14. Authority. The individual signing below on behalf of User hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of User and that this Agreement is binding upon User in accordance with its terms.

15. Non-Discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

16. Conflicts of Interest. The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the User in connection with work contemplated or performed relative to this Agreement.

17. Claims Against the Institution. Any and all monetary claims against the Institution, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

18. Term. The term of this Agreement will begin on the Effective Date and end on April 27, 2022, at which time User's right to use the Space under this Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party.

[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 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

WALTERS STATE COMMUNITY COLLEGE
Facilities Use Agreement

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Walters State Community College – Morristown Campus
Public Safety Center
Driving Track

2. **Permitted Use.** User may use the Space for the following, and for no other purpose:

EVOC Training

3. **Schedule of Use.** User may use the Space on the following dates and during the following hours:

April 11, 2022	8:00 a.m. – 3:00 p.m.
April 12	8:00 a.m. – 3:00p.m.
April 25, 2022	8:00 a.m. – 3:00 p.m.
April 27, 2022	8:00 a.m. – 3:00 p.m.

4. **Compliance with Laws, Policies and Regulations.** When using the Space, User agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Space. User acknowledges that it has been provided with copies of the Institution's pertinent policies and regulations.

User agrees to take good care of the Space and to maintain the space in as good order and condition as it was prior to User's use.

User agrees not to use or allow the Space to be used for any unlawful purpose. User agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space.

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Estimated personnel fees for this event are **\$0.00** for personnel fees. Personnel fees shall be charged at a pre-determined hourly rate based on the actual time WSCC personnel are required to be present during the User's use of the space. The personnel fee shall be invoiced to the User. **All payments must be made to Walters**

State Community College and sent to the attention of the Cashiers Office at the address indicated at the bottom of this Agreement.

- 6. Insurance.** The parties acknowledge and agree that User is self-insured through Public Entity Partner, formerly known as Tennessee Municipal Risk Pool, for general liability insurance, and automobile insurance. However, any and all claims against User and/or its employees are governed by the provisions of the Tennessee Governmental Tort Liability Act codified at Tenn. Code Ann. § 29-20-101 *et. seq.*, and it contains limits of liability of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act. City does not have the authority to waive its governmental immunity, therefore the limits of liability in the Governmental Tort Liability Act apply notwithstanding any provision in this Agreement to the contrary. Additionally, no provision of this Agreement shall act or be deemed a waiver by City of its rights or privileges as a sovereign entity, as waiver can only be made by the Tennessee General Assembly.
- 7. Liability.** User agrees to conduct its activities in the Space in a careful and safe manner. As a material part of the consideration to the Institution, User agrees to assume all risk of damage to and loss or theft of User's property while at the Institution, damage to the Space, and injury or death to persons related to User's use or occupancy of the Space in, upon, or about the Space from any cause, and User waives all claims against the Institution. To the extent permitted by Tennessee law user further agrees to indemnify and hold harmless the Institution, the Tennessee Board of Regents, the State of Tennessee and their officers, regents, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) User's use or occupancy of the Space, or any activity or thing done, performed or suffered by User, its agents, its employees, Users, invitees or persons attending or participating in User's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of User, or any of its agents, its contractors, its employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement. User's indemnity obligations will not extend to any liability to the extent it is caused by the negligence of Institution or its agents or employees. Institution assumes no liability for illness of User's employees, officers, and agents or attendees of events that potentially could occur from the contracting of COVID-19 while attending an event at Walters State Community College.
- 8. Environmental Regulations.** User will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by User, User's agents, employees, contractors, invitees, subtenants, concessionaires or Users without first obtaining the Institution's written consent, which the Institution may give or withhold in its sole discretion, or revoke at any time. If the Institution consents, all Hazardous Substances must be handled at User's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. To the extent permitted by Tennessee law, if User causes or permits the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, User will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility

to the condition existing prior to the presence of any Hazardous Substance; provided, however, User shall first obtain Institution's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Tennessee or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous material," "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

- 9. Assignment and Subletting.** User does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of the Institution, which consent may be granted or withheld in the Institution's sole discretion.
- 10. Default.** If User fails to pay any fee or other sum required to be paid by User when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Institution, whether at law or in equity, Institution may immediately terminate this Agreement and all rights of User.
- 11. Interpretation.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Tennessee, the courts of which state shall have jurisdiction over its subject matter.
- 12. Relationship.** Neither User nor any personnel of User will for any purpose be considered employees or agents of the Institution. User assumes full responsibility for the actions of user's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.
- 13. Notice.** Any notices to User of a breach or default of this agreement shall be via certified mail and addressed to:

Attn: Randy Murray
Kingsport Police Department
200 Shelby Street
Kingsport, TN 37660

With a copy to:

Office of the City Attorney
415 Broad Street, 3rd Floor
Kingsport, TN 37660

- 14. Authority.** The individual signing below on behalf of User hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of User and that this Agreement is binding upon User in accordance with its terms.

- 15. Non-Discrimination.** The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
- 16. Conflicts of Interest.** The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the User in connection with work contemplated or performed relative to this Agreement.
- 17. Claims Against the Institution.** Any and all monetary claims against the Institution, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
- 18. Term.** The term of this Agreement will begin on the Effective Date and end on **April 27, 2022**, at which time User's right to use the Space under this Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party.

Walters State Community College

 Tony Miksa

By: u

Name: Tony R. Miksa

Title: President

Address

Walters State Community College
500. S. Davy Crockett Parkway
Morristown, TN 37813-6899

City of Kingsport for its
Kingsport Police Department



Patrick W. Shull, Mayor

Attest:



Angela Marshall, Deputy City Recorder

Approved as to form:



J. Michael Billingsley, City Attorney



AGENDA ACTION FORM

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

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

Action Form No.: AF-107-2022
 Work Session: April 18, 2022
 First Reading: NA

Final Adoption: April 19, 2022
 Staff Work By: Committee
 Presentation By: M. Borders

Recommendation:

Approve the resolution.

Executive Summary:

Proposals were opened on April 26, 2017, for a Concession Food Service Distributor at the Kingsport Aquatic Center (KAC). Proposals were solicited by publicly advertising in the Kingsport Times News on April 12, 2017 and by posting the solicitation on our website for 15 calendar days.

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

Concession items will be ordered on an as needed basis by the city.

Funding is identified in account # 41950225073190

KAC Management is pleased with the products and services provided by H.T. Hackney. It is staff's recommendation that the city accept the food service vendor as proposed.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE KINGSFORT AQUATIC CENTER CONCESSION FOOD SERVICE DISTRIBUTOR PROPOSAL WITH H.T. HACKNEY COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

WHEREAS, on May 15, 2017, the board approved the proposal of H.T. Hackney Company as the Concession Food Service Distributor at the Kingsport Aquatic Center(Resolution No. 2017-208); and

WHEREAS, the request for proposal permitted annual renewals so long as the terms of the renewal were acceptable to the city; and

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

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

Now therefore,

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

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

SECTION II. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the 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 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve the Non-Renewal of the Agreement with B&E, Inc., d/b/a Tri-State Claims, the City's Third Party Administrator for its Workers' Compensation Program

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

Action Form No.: AF-109-2022
 Work Session: April 18, 2022
 First Reading: NA

Final Adoption: April 19, 2022
 Staff Work By: J. Burkholder
 Presentation By: J. Burkholder

Recommendation:

Approve the Resolution.

Executive Summary:

Responses to request for proposals have been received for the city's third party administrator for the workers' compensation program. In anticipation of the acceptance of one of the proposals, it is prudent to provide notice of non-renewal of the current contract to B&E, Inc., d/b/a Tri-State Claims.

The attached resolution authorizes the mayor to execute a notice of non-renewal.

Attachments:

1. Resolution

Funding source appropriate and funds are available: *gm*

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

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE NON-RENEWAL OF THE AGREEMENT WITH B&E, INC., D/B/A TRI-STATE CLAIMS AND AUTHORIZING THE MAYOR TO SIGN A NOTICE OF NON-RENEWAL TO SAME, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE NON-RENEWAL

WHEREAS, responses to the request for proposals have been received for the city's third party administrator for the workers' compensation program; and

WHEREAS, in anticipation of the acceptance of one of the proposals, it is prudent to provide notice of non-renewal of the current contract.

Now therefore,

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

SECTION I. That a notice of non-renewal to B&E, Inc., d/b/a Tri-State Claims, the City's Third Party Administrator for its Workers' Compensation Program, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a notice of non-renewal to B&E, Inc., d/b/a Tri-State Claims, the City's Third Party Administrator for its Workers' Compensation Program, to deliver the notice and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the notice and this resolution.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the notice that do not substantially alter the material provisions of the notice, 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 19th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

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

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

Action Form No.: AF- 110-2022
 Work Session: April 18, 2022
 First Reading: N/A

Final Adoption: April 19, 2022
 Staff Work By: Ken Weems
 Presentation By: Ken Weems

Recommendation:

Approve the Resolution.

Executive Summary:

The owner of KGN Promotions LLC has applied to operate a carnival from May 6, 2022 through May 14, 2022 in the parking lot of 4540 University Boulevard (University Square). The applicant has received permission from the property owner to operate a carnival in this space beginning at 5pm on weekdays and 12 noon on the weekend.

Per city code, the Board is required to approve a permit for carnival. The applicant has successfully operated carnivals in this location in the past with no issue.

Attachments:

1. Resolution
2. Application
3. Map

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

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*

RESOLUTION NO. _____

A RESOLUTION APPROVING A PERMIT TO OPERATE A
CARNIVAL

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

WHEREAS, the carnival is proposed to be operational from May 6, 2022, through May 14, 2022; and

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

Now therefore,

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

SECTION I. That pursuant to Section 10-75 of the Kingsport City Code the above referenced carnival permit is approved.

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

ADOPTED this the 20th day of April 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



CARNIVAL PERMIT APPLICATION

Applicant Name Kevin Garth Nicely
First Middle Last Suffix

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

Business Name KGN Promotions LLC DBA/ Fun Time Family Amusements

Business Owner Garth Nicely

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

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

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

University Square Shopping Center 4540 Stone Dr. Kingsport Tn 37660

Proposed dates and times of operation:

May 6-14 open 5pm weekdays - 12 Noon weekends

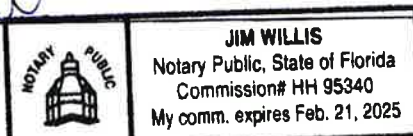
Has property owner permission been secured to operate a carnival at this location? ☒ yes ☐ no

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

[Signature] 4-18-22
Signature Date

Signed before me, a Notary Public, for the State of Florida, County of Duval on this the
18 day of April, 20 22.

NOTARY: [Signature] My commission expires: 2-21-25



Carnival Location



4/18/2022, 12:51:37 PM

Hawkins 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

Washington County Parcels

Lake_Pond

Parcel_Conflict

Parcels

