



AGENDA

BOARD OF MAYOR AND ALDERMEN WORK SESSION

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

Board of Mayor and Aldermen

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

Alderman Paul W. Montgomery
Alderman Tommy Olterman
Alderman James Phillips

Leadership Team

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Scott Boyd, Fire Chief
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

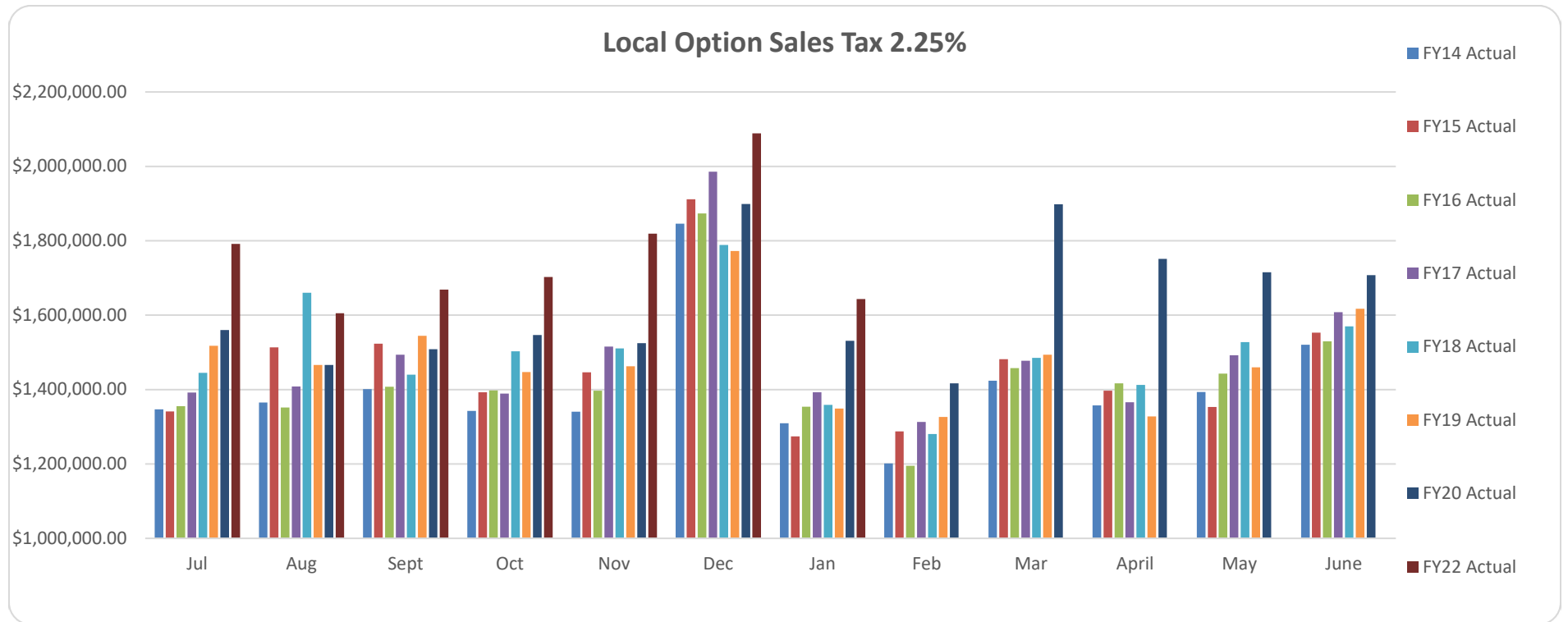
1. Call to Order
2. Roll Call
3. Library Presentation – Chris Markley
4. Review of items on April 5, 2022 Business Meeting Agenda
5. Adjourn

Next Work Session, Monday, April 18, 2022, 4:30 p.m.

Local Option Sales Tax 2.25%

January 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		\$1,416,700.00				
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	\$12,318,558.53	\$20,608,068.00	\$112,775.53	1.05%	\$1,283,565	11.67%



City of Kingsport

April 5, 2022

Project Status in Pictures

1 Scott Adams Memorial Skate Park

Aside from the punch list, the park is nearly complete and will be ready for skaters by the end of April.

3 New Pickleball Courts

The pickleball courts are complete at VO Dobbins with an opening celebration planned for this month.

5 Pickleball & Basketball Court

The project has started at the Lynn View Community Center.

2 Allendale Paving

The project has started with the contractor removing the former driveway and adjusting the subgrade as needed.

4 Fire Training Center

Join us Monday, April 4 at 2pm for the ribbon cutting on the new fire training center (and amazing mural!) located at 250 Horse Creek Lane.



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	Revised draft NEPA resubmitted to TDOT on 3/24/2022.
\$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 a total of 6,403 meters. Project is 53% 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	Concrete placement is nearing completion. Skate features expected to be completed by April 8.
\$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	Survey is underway for all areas.
\$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.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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	8/31/2022	
\$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	Tear out and demolition is nearing completion. Stone and geotextile subgrade installation is beginning.
\$188,900.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	5/28/2022	Construction expected to begin during the week of April 4th.
\$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.	4/16/2022	The asphalt and concrete work are complete. Fencing work is underway.
\$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	Contractor has completed 30 manholes. 14 additional manholes are partially complete. Project 75% complete.
\$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.
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Construction contract has been signed. Architect to set a Pre-Construction Meeting.
	Chris Markley	Archives Move and Demo	Move Archhives 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.
	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

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
	Kitty Frazier	Riverbend Park - Phase 1	New park at the Riverbend area.		Project has been advertised for bid. Bid opening is set for April 5, 2022.
	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		Have received proposals from design professionals, and are currently reviewing proposals.
	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.

Status Updates on Active Projects sorted by Completion Date

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
	Chris Campbell	KATS Maintenance Facility Phase 2	Bus garage and maintenance building with wash bay and storage. (FTA Grant & City Funded)		Construction contract has been signed. Architect to set a Pre-Construction Meeting.
	Kitty Frazier	Bike Park at Brickyard	New Bike Park in the vicinity of the new Skate Park.		Design process is at 60% review.
	Kitty Frazier	Riverbend Park - Phase 1	New park at the Riverbend area.		Project has been advertised for bid. Bid opening is set for April 5, 2022.
	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		Have received proposals from design professionals, and are currently reviewing proposals.
	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.
\$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	Contractor has completed 30 manholes. 14 additional manholes are partially complete. Project 75% complete.
\$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.	4/16/2022	The asphalt and concrete work are complete. Fencing work is underway.
\$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	Tear out and demolition is nearing completion. Stone and geotextile subgrade installation is beginning.
\$60,000.00		Traffic Signal Shed	Shed for signal materials	4/30/2022	Work continues with possible completion in next few weeks.
\$1,866,441.00	Kitty Frazier	Scott Adams Memorial Skatepark	Construction of new skatepark at Brickyard Park.	4/30/2022	Concrete placement is nearing completion. Skate features expected to be completed by April 8.
\$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 a total of 6,403 meters. Project is 53% complete.
\$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.
\$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.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$188,900.00	Randy Salyer	Riverfront Park Pedestrian Swinging Bridge Improvements	Structural improvements to the swinging bridge at Riverfront Park.	5/28/2022	Construction expected to begin during the week of April 4th.
	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	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
\$352,000.00	Chad Austin	SR 93- Horse Creek/Derby Drive Section (TDOT)	TDOT project to improve State Route 93 in the Horse Creek/Derby Drive area. Project also includes improvements with the intersection with Derby Drive, along with a new bridge crossing Horse Creek. Impacted waterlines in this area will be are to be reloc	8/31/2022	
\$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	Survey is underway for all areas.
\$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.
\$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.
\$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.
\$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.
\$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	Revised draft NEPA resubmitted to TDOT on 3/24/2022.
\$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.

Estimated Cost	Project Owner	Project Name	Project Description	Completion Date	CurrentStatus
\$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.



Revised April 5, 2022

AGENDA

BOARD OF MAYOR AND ALDERMEN

BUSINESS MEETING

**Tuesday, April 5, 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

City Administration

Chris McCartt, City Manager
Michael Borders, Assistant City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, City Recorder/CFO
Ken Weems, Planning Manager
Adrienne Batara, Public Relations Director
Tyra Copas, Human Resources Director

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

Invocation
changed **II.B INVOCATION** – Billy Pearson, Central Baptist Church

III.A ROLL CALL

IV.A RECOGNITIONS & PRESENTATIONS

1. Sharon Brown – Alderman Cooper

IV.B. APPOINTMENTS

None

Minutes
added

V. APPROVAL OF MINUTES

1. Work Session – March 7, 2022
2. Business Meeting – March 8, 2022
3. Called Joint Work Session – March 22, 2022
4. Called Business Meeting – March 25, 2022

VI. COMMUNITY INTEREST ITEMS

A. PUBLIC HEARINGS

1. 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)
 - Public Hearing
 - Ordinance
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 Hearing

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 an Ordinance to Amend the FY 2022 the General Purpose School Fund and the General Project Fund Budgets (AF:93-2022) (David Frye)
 - Ordinance – First Reading
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 – First Reading
3. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:82-2022) (Chris McCartt)
 - Ordinance – First Reading
4. Consideration of a Resolution to 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)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of a Budget Adjustment Ordinance for Various Funds in FY22 (AF:60-2022) (Chris McCartt)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance to Appropriate Funding from the Criminal Forfeiture Fund and the Drug Fund to Establish a Project for the Police Department and a Resolution to Authorize the Purchase of One Tactical Rescue Vehicle (AF:65-2022) (Chief Phipps)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of a Resolution to Awarding the Bid to Frizzel Construction for the Replacement of Sewer Lift Stations #108 Oak Glen Drive, #307 Lakeside Drive) and #308 Cooks Valley Road and a Budget Ordinance to Transfer Funds (AF:63-2022) (Ryan McReynolds)
 - Ordinance – Second Reading and Final Adoption

D. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Mayor to Execute a Contract to Engage the Firm of Brown, Edwards, and Company, LLP to Audit the Financial Statements of the City of Kingsport for the Fiscal Year Ending June 30, 2022 with Expected Annual Renewals For Fiscal Years 2023 and 2024 (AF:78-2022) (Lisa Winkle)
 - Resolution
2. Consideration of a Resolution Authorizing the Purchase of One 35 Ton Lowboy Trailer Utilizing Sourcewell Cooperative Purchasing Agreement (AF:77-2022) (Ryan McReynolds / Steven Leonard)
 - Resolution
3. Consideration of a Resolution Authorizing Purchase Orders for Janitorial & Maintenance, Repair and Operations Supplies/Equipment for Fiscal Year 2023 (AF:80-2022) (Ryan McReynolds)
 - Resolution
4. Consideration of a Resolution Awarding a Blanket Order for the Purchase of Turnout Gear from Safe Industries (AF:68-2022) (Chief Boyd)
 - Resolution
5. Consideration of a Resolution to Amend an Agreement for Architectural Services for the Justice Center Master Planning (AF:69-2022) (Ryan McReynolds)
 - Resolution
6. Consideration of a Resolution to Approve the Purchase of Property Located at 300 East Industry Drive (AF:76-2022) (Ryan McReynolds)
 - Resolution

7. Consider a Resolution to Enter into a Professional Service Agreement with CDM Smith for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project (AF:88-2022) (Ryan McReynolds)
 - Resolution
8. Consideration of a Resolution Awarding the Bid for the Purchase of Water & Wastewater Chemicals (AF:79-2022) (Ryan McReynolds)
 - Resolution
9. Consider a Resolution to Amend the Professional Service Agreement with CDM Smith for the Wastewater Treatment Plant Electrical Improvements – Main Switchgear Project (AF:89-2022) (Ryan McReynolds)
 - Resolution
10. A Resolution to 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)
 - 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. Consideration of a Resolution to 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 FY '23 (AF:71-2022) (Chief Phipps)
 - Resolution
2. Consideration of a Resolution Authorizing 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 FY '23 Grant (AF:72-2022) (Chief Phipps)
 - Resolution
3. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Apply for and Receive a FY '23 Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program (AF:73-2022) (Chief Phipps)
 - Resolution

Pulled from
Agenda 4/5/22

4. Consideration of a Resolution Authorizing 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 FY '23 Coordinator Grant (AF:74-2022) (Chief Phipps)
 - Resolution
- ~~5. Consideration of a Resolution to Apply for and Receive the 2022 State of Tennessee Department of Health Project Diabetes Grant (AF:75-2022) (Michael Borders)~~
 - ~~• Resolution~~
6. Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine (AF:62-2022) (Angela Marshall)
 - Certificate of Compliance
7. Consideration of a Resolution to Amend Chapter 2 Administration of the City of Kingsport Fee Schedule as set out in Resolution No. 2021-258 (AF:90-2022) (Lisa Winkle)
 - Resolution
8. Consideration of a Resolution to Authorize the Mayor to Execute a Subrecipient Agreement with the Oasis of Kingsport (AF:91-2022) (Jessica McMurray)
 - Resolution
9. Consideration of a Resolution to 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)
 - Resolution
10. Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary for School Nutrition Services Credit Card Processing (AF:70-2022) (David Frye)
 - Resolution
11. Consideration of a Resolution to Accept a Donation of Gift Shop Inventory from the Bays Mountain Park Association (AF:85-2022) (Michael Borders)
 - Resolution
12. Consideration of a Revised Resolution to Conduct an Actuarial Study for the Tennessee Consolidated Retirement System (AF:95-2022) (Tyra Copas)
 - 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, March 7, 2022, 4:30 PM
City Hall, Boardroom, 415 Broad Street

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

City Administration
Chris McCartt, City Manager
Ryan McReynolds, Deputy City Manager
Michael Borders, Assistant City Manager
Bart Rowlett, Assistant City Attorney
Michael Thompson, Public Works Director
Lisa Winkle, City Recorder/Treasurer
Angie Marshall, City Clerk/Deputy City Recorder
Scott Boyd, Fire Chief
Dale Phipps, Police Chief
John Morris, Budget Officer
Ken Weems, Planning Manager
John Burkholder, Risk Manager
Tyra Copas, Human Resources Manager
Jessica Harmon, Assistant to City Manager
Adrienne Batara, Public Relations Director

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Patrick W. Shull.
2. **ROLL CALL:** Deputy City Recorder Marshall. Absent: Alderman James Phillips
3. **DOWNTOWN KINGSFORT ASSOCIATION UPDATE.** Greg Perdue reviewed the past year of DKA events noting there was something going on every weekend. He provided details on the economic impact as well as the downtown loan program. Robin Cleary gave an update on housing and answered questions.
4. **EAST CENTER STREET CORRIDOR STUDY PRESENTATION.** Lesley Phillips, Transportation Planner, introduced Kevin Tilbury, Senior Transportation Planner with Kimley Horn, who gave a presentation on this item and provided details of the grant, pointing out a ten percent match from the city. The portion of Center Street affected is Fort Henry Drive to Sullivan Street. He discussed data collection, issues, opportunities and hotspots before presenting multiple options that align with the City's vision. He talked about the economic development potential and the phases of implementation. He stated the project can be viewed online and answered questions as discussion followed.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, March 7, 2022**

5. REVIEW OF AGENDA ITEMS ON THE MARCH 8, 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.

VI.B.2 Appropriate Funding from the Criminal Forfeiture Fund and the Drug Fund to Establish a Project for the Police Department and a Resolution to Authorize the Purchase of One Tactical Rescue Vehicle (AF: 65-2022). Police Chief Phipps provided information on this item. He stated the police department wants to keep their employees as safe as possible while being forward thinking with a changing society as well as technology. He gave details on the vehicle and the benefits it can provide. The Chief also pointed out the vehicle was fully financed through the criminal forfeiture fund.

VII.5 Support Restoring the Historic Revenue Sharing Relationship between the State of Tennessee and its Local Governments and to Return the Local Share of the Single Article Cap to Local Governments (AF: 66-2022). City Manager McCartt pointed out ten to twelve cities have already taken action to pass this.

VII.6 Approve an Actuarial Study for the Tennessee Consolidated Retirement System (AF: 34-2022). Human Resources Manager Tyra Copas gave a presentation on this item, providing a timeline of the City's history with TCRS and from being the first municipality to join in 1949 to opting out in 2010. She explained the benefits of going back now, noting the hybrid plan they have now addressed previous concerns. She also pointed out the strategic objective was to be competitive with recruitment and retention. Discussion ensued.

6. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Shull adjourned the meeting at 6:03 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, March 8, 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 Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman James Phillips

City Administration

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

II.B. **INVOCATION:** Pastor Greg Burton, Colonial Heights Baptist Church.

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

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

1. Red Cross Month Proclamation (Mayor Shull)
2. Best Farmers Market in East Tennessee Award (Alderman Duncan)

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

Motion/Second: Olterman/Montgomery, to approve:

1. **Appointments/Reappointment to the Kingsport Public Library Commission** (AF: 61-2022) (Mayor Shull).

Approve:

REAPPOINT KATE HARDEN TO SERVE A SECOND THREE-YEAR TERM AND APPOINT JULIE HAMMONDS (REPLACING LANE DUKART) AND JOE EWING (REPLACING MELISSA HAMBY) ON THE **KINGSPORT PUBLIC LIBRARY COMMISSION**. ALL APPOINTMENTS ARE EFFECTIVE IMMEDIATELY. APPOINTMENTS FOR KATE HARDEN AND JOE EWING WILL EXPIRE ON JUNE 30, 2025 AND FOR JULIE HAMMONDS WILL EXPIRE ON JUNE 30, 2023.

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 8, 2022**

V. APPROVAL OF MINUTES.

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

- A. February 14, 2022 Regular Work Session
- B. February 15, 2022 Regular Business Meeting
- C. February 25, 2022 Strategic Planning Session

Approved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

A. PUBLIC HEARINGS. None.

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

B. BUSINESS MATTERS REQUIRING FIRST READING.

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

Motion/Second: George/Olterman, 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."

2. Appropriate Funding from the Criminal Forfeiture Fund and the Drug Fund to Establish a Project for the Police Department and a Resolution to Authorize the Purchase of One Tactical Rescue Vehicle (AF: 65-2022) (Chief Phipps).

Motion/Second: Montgomery/Phillips, to pass:

Resolution No. 2022-172, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO INTERNATIONAL ARMORED GROUP, US, INC., FOR THE PURCHASE OF ONE TACTICAL RESCUE VEHICLE FOR USE BY THE KINGSFORT POLICE DEPARTMENT

Passed: All present voting "aye."

Motion/Second: Montgomery/Duncan, to pass:

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 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, March 8, 2022**

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

Motion/Second: Olterman/George, to pass:

Resolution No. 2022-173, A RESOLUTION AWARDED THE BID FOR THE REPLACEMENT OF SEWER LIFT STATIONS #108, #307, AND #308 TO FRIZZLE CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

Motion/Second: Phillips/Cooper, to pass:

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 first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Amend Chapter 42, Article III, of the Code of Ordinances as it Relates to the International Fire Code Appendix D Specifications for Fire Apparatus Access Roads (AF: 41-2022) (Chris Vandagriff).

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 6997, AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 42 ARTICLE III; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

2. Amend the General Fund and the General Project Fund Budgets for FY22 (AF: 47-2022) (Chris Campbell).

Motion/Second: George/Olterman, to pass:

ORDINANCE NO. 6998, AN ORDINANCE TO AMEND THE GENERAL FUND AND THE GENERAL PROJECT 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, Olterman, Phillips and Shull voting "aye."

3. Budget Adjustment to the General Fund by Adding a Billing Fiscal Assistant for FY22 (AF: 49-2022) (Chris McCartt)

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 8, 2022**

Motion/Second: Montgomery/George, to pass:

ORDINANCE NO. 6999, AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET BY ADDING A BILLING FISCAL ASSISTANT POSITION 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, Olterman, Phillips and Shull voting “aye.”

**4. Budget Adjustment for the General Fund and General Projects
Fund in FY22 (AF: 37-2022) (Chris McCartt)**

Motion/Second: Duncan/George, to pass:

ORDINANCE NO. 7000, AN ORDINANCE TO AMEND THE GENERAL FUND AND THE GENERAL PROJECT 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, Olterman, Phillips and Shull voting “aye.”

D. OTHER BUSINESS.

**1. Endorse the East Center Street Corridor Study Final Report and
Recommendations (AF: 8-2022) (Ryan McReynolds).**

Motion/Second: Montgomery/George, to pass:

Resolution No. 2022-174, A RESOLUTION TO ENDORSE THE EAST CENTER STREET CORRIDOR STUDY FINAL REPORT AND RECOMMENDATIONS BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION THROUGH THE URBAN TRANSPORTATION PLANNING GRANT
Passed: All present voting “aye.”

**2. Authorize the City Manager to Issue a Purchase Order to Dell
Marketing L.P. for 2,000 Student Chromebooks and 1,000 Chrome Licenses (AF:
57-2022) (David Frye)**

Motion/Second: Phillips/Montgomery, to pass:

Resolution No. 2022-175, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING L.P., PURSUANT TO TENNESSEE CENTRAL PROCUREMENT OFFICE CONTRACT NO. 49580 FOR 2,000 STUDENT CHROMEBOOKS AND 1,000 CHROME LICENSES FOR USE BY KINGSFORT CITY SCHOOLS
Passed: All present voting “aye.”

**3. Bid Award for a Training and Assessment System for Certified
Technician, Supply Chain Automation and Authorize the City Manager to Issue a
Purchase Order to Technical Training Aids (AF: 58-2022) (David Frye).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 8, 2022**

Motion/Second: Duncan/Phillips, to pass:

Resolution No. 2022-176, A RESOLUTION AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO TECHNICAL TRAINING AIDS FOR A TRAINING AND ASSESSMENT SYSTEM FOR THE CERTIFIED TECHNICIAN – SUPPLY CHAIN AUTOMATION (CT-SCA) CERTIFICATION FOR KINGSFORT CITY SCHOOLS

Passed: All present voting “aye.”

4. Authorize the City Manager to Execute a Purchase Order for 215 Dell Latitude 5320 Laptops and Active Pens for Teachers (AF: 52-2022) (David Frye).

Motion/Second: Olterman/Cooper, to pass:

Resolution No. 2022-177, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO DELL MARKETING L.P. PURSUANT TO TENNESSEE CENTRAL PROCUREMENT OFFICE CONTRACT NO. 49580 FOR 215 DELL LATITUDE 5320 LAPTOPS AND ACTIVE PENS FOR USE BY KINGSFORT CITY SCHOOLS

Passed: All present voting “aye.”

5. Purchase Order for Three 8-Passenger Vans for DBHS Activities (AF: 54-2022) (David Frye).

Motion/Second: Olterman/George, to pass:

Resolution No. 2022-178, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF THREE 8-PASSENGER VANS FOR DOBYNS BENNETT HIGH SCHOOL ACTIVITIES AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

6. Bid Award for 130 Samsung 69.5” Smart LED-LCD Televisions with Tizen Internal Operating Systems and Authorize the City Manager to Issue a Purchase Order to Y&S Technologies (AF: 51-2022) (David Frye).

Motion/Second: Duncan/Montgomery, to pass:

Resolution No. 2022-179, A RESOLUTION AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER TO Y&S TECHNOLOGIES FOR THE PURCHASE OF 130 SAMSUNG 69.5” SMART LED-LCD TELEVISIONS WITH TIZEN INTERNAL OPERATING SYSTEMS FOR KINGSFORT CITY SCHOOLS

Passed: All present voting “aye.”

7. Authorize the Purchase of Radios from AMK Services for the Public Works Department (AF: 53-2022) (Ryan McReynolds).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 8, 2022**

Motion/Second: George/Montgomery, to pass:

Resolution No. 2022-180, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR RADIOS FOR USE BY VARIOUS GROUPS WITHIN THE PUBLIC WORKS DEPARTMENT

Passed: All present voting “aye.”

8. Purchase Eight (8) Ford Interceptor AWD SUV’s from the Tennessee State Contract (AF: 64-2022) (Chief Phipps/Steve Leonard).

Motion/Second: George/Phillips, to pass:

Resolution No. 2022-181, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF EIGHT FORD INTERCEPTOR ALL-WHEEL DRIVE SPORT UTILITY VEHICLES FOR USE BY THE KINGSFORT POLICE DEPARTMENT AND TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Passed: All present voting “aye.”

9. Accept the Proposal for Solid Waste Disposal by Eco-Safe Systems, LLC dba Waste Management and Authorizing the Mayor to Execute All Applicable Documents (AF: 55-2022) (Ryan McReynolds).

Motion/Second: Duncan/George, to pass:

Resolution No. 2022-182, A RESOLUTION ACCEPTING THE PROPOSAL FOR THE DISPOSAL OF SOLID WASTE MATERIALS SUBMITTED BY ECO-SAFE SYSTEMS, LLC D/B/A WASTE MANAGEMENT, AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting “aye.”

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

Motion/Second: George/Olterman, to adopt:

1. Approve a Facility Use Agreement with the American Red Cross (AF: 44-2022) (Michael Borders).

Resolution No. 2022-183, A RESOLUTION APPROVING A FACILITY USE AGREEMENT WITH THE AMERICAN RED CROSS NORTHEAST TENNESSEE CHAPTER FOR FACILITIES UNDER DISASTER RELIEF EMERGENCIES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 8, 2022**

2. Reject All Bids for the J. Fred Johnson Stadium Lighting and Sound Upgrade (AF: 56-2022) (David Frye).

Resolution No. 2022-184, A RESOLUTION REJECTING ALL BIDS RELATED TO THE J. FRED JOHNSON STADIUM LIGHTING AND SOUND UPGRADE PROJECT
Passed in a roll call vote: Cooper, Duncan, George, Montgomery, Olterman, Phillips and Shull voting "aye."

3. Agreement for E-Rate Category Two Network Equipment for FY22-23 (AF: 59-2022) (David Frye).

Resolution No. 2022-185, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF E-RATE CATEGORY TWO NETWORK EQUIPMENT AND SERVICES FOR FISCAL YEAR 2022-2023 FROM PERSONAL COMPUTER SYSTEMS, INC., FOR KINGSPORT CITY SCHOOLS' USE THROUGH THE TENNESSEE EDUCATION BROADBAND CONSORTIUM
Passed in a roll call vote: Cooper, Duncan, George, Montgomery, Olterman, Phillips and Shull voting "aye."

4. Ratify the Mayor's Signature on the Certification of Local Government Approval for the 2022 Emergency Solutions Grant Application (AF: 15-2022) (Jessica McMurray).

Resolution No. 2022-186, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATION OF LOCAL GOVERNMENT APPROVAL TO ENABLE THE SALVATION ARMY OF KINGSPORT, FAMILY PROMISE OF GREATER KINGSPORT AND THE GREATER KINGSPORT ALLIANCE FOR DEVELOPMENT TO APPLY FOR A TENNESSEE HOUSING DEVELOPMENT AGENCY GRANT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION
Passed in a roll call vote: Cooper, Duncan, George, Montgomery, Olterman, Phillips and Shull voting "aye."

5. Support Restoring the Historic Revenue Sharing Relationship between the State of Tennessee and its Local Governments and to Return the Local Share of the Single Article Cap to Local Governments (AF: 66-2022) (Chris McCartt).

Resolution No. 2022-187, A RESOLUTION TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS
Passed in a roll call vote: Cooper, Duncan, George, Montgomery, Olterman, Phillips and Shull voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, March 8, 2022**

6. Approve an Actuarial Study for the Tennessee Consolidated Retirement System (AF: 34-2022) (Tyra Copas).

Resolution No. 2022-188, 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: All present voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. Mr. McCartt expressed his condolences to the family of an employee that passed away and asked everyone to keep them in their prayers. He pointed out that although this was the only BMA meeting this month, everyone was still busy, noting a TML session next week and a joint work session with the BOE the following week.

B. MAYOR AND BOARD MEMBERS. Alderman Duncan mentioned Shenanigans would be playing Lamplight Theatre through March 20. He stated Keep Kingsport Beautiful cleanups are ramping and encouraged participation. Lastly Mr. Duncan commented on a ribbon cutting earlier in the day. Alderman Cooper commented on the many events listed on the library's website. She remarked her heart goes out to the Ukraine and asked to keep the city, state, nation and world in prayer. Alderman Montgomery added his thoughts and prayers regarding the Ukraine. He congratulated Dobyns Bennett and commented on the positive momentum of the city. Alderman Phillips listed several recent and upcoming events as well as new businesses that have opened. Alderman Olterman noted the Indians were playing well and encouraged citizens to go see them play. Vice-Mayor George commented on the tree planting for Arbor Day. She also mentioned that a lot of homes are being built as people continue to move into the area. Mayor Shull stated that all of the items mentioned by Alderman Phillips were listed in the Times News and encouraged citizens to read the paper as well as follow the city's communications to stay informed. Lastly the mayor commented on the situation in the Ukraine from the perspective of a retired soldier.

C. VISITORS. None.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 8:00 p.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Joint Work Session of the
Board of Mayor and Aldermen, City of Kingsport, Tennessee
Board of Education, Kingsport City Schools
Tuesday, March 22, 2022, 4:30 PM
Tennessee Room – Kingsport City Schools Administration

PRESENT: Board of Mayor and Aldermen

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

Board of Education

President Jim Welch
Vice-President Julie Byers
Brandon Fletcher
Todd Golden
Melissa Woods

1. CALL TO ORDER

2. RECOGNITION

2.1 Dobyns Bennett High School Boys Basketball Team and Coaches for Winning the TSSAA Class 4A State Championship. President Welch and Mayor Shull.

3. ITEMS FOR DISCUSSION

3.1 Capital Planning. Dr. Jeff Moorhouse, Mr. Jim Nash and Dr. Andy True presented this item. Topics discussed include a history of facilities, enrollment and growth in regards to capacity and the increase of the ten year capital needs projection from 68 million to 108 million. There was also discussion of the future need for a new elementary school and optimal location based on residential developments in progress.

3.2 Discussion to Update Facilities. Dr. Andy True gave details on this item, noting the potential scope of services impacted such as enrollment projections, student potential analysis, facility master planning updates and a facility condition assessment review. Staff has talked with representatives from Cooperative Strategies who in turn have provided possible options using their expertise to acquire the data needed to move forward. Dr. True discussed the value in an effort to maximize tax dollars. He also confirmed for President Welch the items listed on the fee proposal for the study are independent of each other and can be selected as desired. Vice Mayor George stated more data is needed and President Welch agreed.

**Minutes of the Special Called Joint Work Session of the
Board of Mayor and Aldermen and the Board of Education
City of Kingsport, Tennessee, Tuesday, March 22, 2022**

3.3 Request for School Resource Officer. Dr. Moorhouse stated they would be requesting additional school resource officers to provide adequate coverage to all schools. Compared to other school districts, KCS has one of the lowest percentage of schools with SRO representation. Dr. Moorhouse stated a discussion needs to be started to bring this average up.

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

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor

Minutes of the Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Friday, March 25, 2022, 10:00 AM
City Hall, 415 Broad Street, Boardroom

PRESENT:

Board of Mayor and Aldermen

Mayor Patrick W. Shull, Presiding	
Vice Mayor Colette George	Alderman Paul Montgomery
Alderman Betsy Cooper	Alderman Tommy Olterman
Alderman Darrell Duncan	Alderman James Phillips

City Administration

Chris McCartt, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Treasurer/City Recorder
Angie Marshall, City Clerk/Deputy City Recorder

I. **CALL TO ORDER:** 10:00 a.m., by Mayor Patrick W. Shull.

II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG**

II.B. **INVOCATION:** Alderman Darrell Duncan.

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

IV. **OTHER BUSINESS.**

1. **Bid Award for the J. Fred Johnson Lighting Upgrade Project to Kingsport Armature & Electric Company, Inc. and Authorizing the Mayor to Sign All Applicable Documents** (AF: 81-2022) (David Frye).

Motion/Second: George/Duncan, to pass:

Resolution No. 2022-189, A RESOLUTION AWARDING THE BID FOR THE J. FRED JOHNSON STADIUM LIGHTING UPGRADE PROJECT TO KINGSFORT ARMATURE & ELECTRIC COMPANY, INC., AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

V. **ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Shull adjourned the meeting at 10:07 a.m.

ANGELA MARSHALL
Deputy City Recorder

PATRICK W. SHULL
Mayor



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 *CM*

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:

- Hold public hearing
- 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. Notice of Public Hearing
2. Zoning Ordinance
3. Staff Report

Funding source appropriate and funds are available: *Jm*

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, April 5, 2022 to consider amending the Code of Ordinances. The proposed ordinance will remove color restrictions from the existing decorative lighting regulations. The regular business meeting will begin at 7:00 p.m. in the boardroom located on the third floor of City Hall, 415 Broad Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. A detailed description of the zoning text amendment is on file in the offices of the City Clerk, City Planning Manager, and public library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9368.

All City of Kingsport public meetings are conducted in accessible locations. If you require accommodations to participate in this meeting, these may be requested by calling (423) 229-9368 or by emailing ADAContact@KingsportTN.gov at least 72 hours in advance. Copies of any documents used are available in accessible formats upon request.

CITY OF KINGSPORT
Angie Marshall, City Clerk
PIT: 3/21/2022

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 _____

Property Information	City-wide		
Address			
Tax Map, Group, Parcel			
Civil District			
Overlay District			
Land Use Designation			
Acres			
Existing Use		Existing Zoning	
Proposed Use		Proposed Zoning	
Owner /Applicant Information			
Name: Kingsport Regional Planning Commission Address: City: State: Zip Code: Email: Phone Number:		Intent: To amend Chapter 114, Sections 114-537 as it pertains to decorative lighting.	
Planning Department Recommendation			
(Approve, Deny, or Defer) The Kingsport Planning Division recommends APPROVAL.			
Planner:	Ken Weems	Date:	3/8/22
Planning Commission Action		Meeting Date:	3/17/22
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

To amend Chapter 114, Sections 114-537 as it pertains to decorative lighting.

Introduction:

The City originally adopted Sec 114-537 of the Code of Ordinances in 2016 to provide decorative lighting guidelines city-wide. Over time, staff realized the need for minor adjustments to the ordinance. This text amendment proposal addresses the allowable colors. The City has received complaints over time about restrictions on blue, red, green, and yellow lights. Additionally, the ordinance currently encourages the color white, which is typically the brightest color (especially at night) that can be displayed. The proposal below removes all color restrictions from the ordinance, with the exception that all of the lights be one single color. This text amendment will also remove the need for a judgment call on the part of the enforcer, as at times color perception of LED lights can be different from person to person.

Presentation:**Current wording of Sec 144-537:****Sec. 114-537. - Decorative lighting.**

Decorative Lighting is only allowed in the following zoning districts: B-2, Central Business District, B-3, Highway Oriented Business District, and B-4P, Planned Business District. In addition from November 15th through January 5th, which is generally recognized as the traditional retail holiday season, there is no restriction on decorative lighting.

(1)

Decorative lighting where permitted shall be one color, preferably white, and it cannot blink, run or simulate movement or animation of any kind. Cautionary colors of blue, red, green or yellow cannot be used. If a color is other than white is used, all lights must be the same color. If decorative lighting is within 500 feet of a residential area, it must be turned off between the hours of 10:00 p.m. to 6:00 a.m.

(2)

If the building ground coverage of a business is 30,000 square feet or more, the maximum linear feet of decorative lighting is 150 linear feet. If the building ground coverage of a business is 8,000 square feet or less, the maximum linear feet of decorative lighting is 40 linear feet. For businesses with intermediate ground coverage, the linear feet of decorative lighting is one-half of one percent of the building ground coverage.

Proposed wording:**Sec. 114-537. - Decorative lighting.**

Decorative Lighting is only allowed in the following zoning districts: B-2, Central Business District, B-3, Highway Oriented Business District, and B-4P, Planned Business District. In addition from November 15th through January 5th, which is generally recognized as the traditional retail holiday season, there is no restriction on decorative lighting.

(1)

Decorative lighting where permitted shall be one color, ~~preferably white~~, and it cannot blink, run or simulate movement or animation of any kind. ~~Cautionary colors of blue, red, green or yellow cannot be used. If a color is other than white is used, all lights must be the same color.~~ If decorative lighting is within 500 feet of a residential area, it must be turned off between the hours of 10:00 p.m. to 6:00 a.m.

(2)

If the building ground coverage of a business is 30,000 square feet or more, the maximum linear feet of decorative lighting is 150 linear feet. If the building ground coverage of a business is 8,000 square feet or less, the maximum linear feet of decorative lighting is 40 linear feet. For businesses with intermediate ground coverage, the linear feet of decorative lighting is one-half of one percent of the building ground coverage.

Staff recommends sending a positive recommendation to the Board of Mayor and Aldermen in support of the zoning text amendment.



AGENDA ACTION FORM

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

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

Action Form No.: AF-92-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Jessica McMurray
 Presentation By: J. McMurray

Recommendation:

Conduct a public hearing.

Executive Summary:

As a condition of applying for Community Development Block Grant funds, the City of Kingsport must submit an Annual Action Plan approved by the board that describes the strategies, objectives, projects, and activities for funding under the program.

Prior to the adoption of the Annual Action Plan, a public hearing must be held to afford citizens the opportunity to offer input concerning the Annual Action Plan. Additionally, a 30 day comment period must be afforded citizens to provide input. Notice of the public hearing and comment period has been published in the Kingsport TimesNews.

Staff asks that the board consider the draft Annual Action Plan and conduct the public hearing at the outset of the 30 day comment period. By conducting the public hearing at the outset of the comment period, as opposed to the end, staff will be afforded greater time to consider citizen input and incorporate any comments received into the plan.

Upon conclusion of the 30 day comment period the Annual Action Plan will be presented to the board for further consideration and adoption.

Attachments:

1. Draft Annual Action Plan
2. Public Hearing Notice

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: *20*

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

Community Development Action Plan

FY 2022-2023

Proposed Project Descriptions

Housing - Kingsport Alliance for Housing Revitalization (KAHR) –

KAHR provides emergency home repair assistance to low and moderate-income homeowners citywide in order to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage or structural collapse. In FY 2022/2023, Community Development proposes to utilize the following CDBG funds in the KAHR program:

Rehabilitation/Emergency Repair: \$245,828

\$171,914 (126,260 Homeowner Grants + \$45,654 - Rehab Admin) – 2022
Allocation

\$71,914 in *carryover from 2021

\$2,000 in *Program Income

Community Programs – For 2022/2023, Community Development proposes to fund the Community Programs line item at \$66,500.

Community Development proposes to utilize approximately \$41,500 of CDBG funding to local non-profit organizations which address the educational, advocacy, employment, health, safety and economic opportunity needs of extremely-low, low and moderate income persons and families and subgroups within in the City of Kingsport. The City of Kingsport will advertise funding availability to the public for Community Enrichment Programs. The Community Development Advisory Committee will review proposals and award the highest scoring non-profit organizations to serve the needs of LMI persons in the city.

Community Development proposes to utilize \$25,000 of CDBG funding to continue our partnership with the United Way of Kingsport to support a Homeless Liaison position. The United Way Homeless Liaison provides referral and housing services and well-resourced path to self-sufficiency for individuals experiencing homelessness.

Community Development Program grants are administered through subrecipient agreements prescribed by the U. S. Department of Housing and Urban Development (HUD) and monitored by the Community Development office. Upon approval of the overall funding allocation by the Board of Mayor and Aldermen, the Community Development Advisory Committee will review applications from various agencies and recommend funding agreements to the BMA. These agreements will be presented to the BMA after approval of CDBG funding by HUD.

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

Code Enforcement – The Mayor’s One Kingsport Summit recommended several action plan emphases to improve the Kingsport community in various target themes. Among these themes was the area of housing. The housing study committee has put forward a number of priorities for housing in the city, which spans the spectrum from affordable housing to up-scale market rate housing. One emphasis involved in housing is strengthening the City’s Code Enforcement program. Since a substantial amount of code enforcement effort for the City is relative to lower income housing, the Advisory Committee recommended allocating \$50,000 for the City’s Code Enforcement program. Funds are used to bolster the City’s code enforcement inspections and review activities.

Community Development proposes to utilize \$41,080.00 in carryover from 2020 for the demolition of dilapidated, vacant properties identified through the City’s Codes Enforcement program. The City of Kingsport will collaborate with a local community based organization to carry out this project.

HOPE VI/Section 108 Loan – For Program Year 2021, Community Development proposes to allocate \$70,000 for repayment of a Section 108 Loan in support of the HOPE VI Riverview/Sherwood/Hiwassee Improvement project. In 2007, the City applied for \$856,000 Section 108 Loan to fund acquisition or real property, demolition of existing structures and/or infrastructure improvements in the Riverview Neighborhood as part of the HOPE VI project. Section 108 requires that the local jurisdiction utilize its current and future CDBG funds as collateral for the loan. Community Development has calculated that the City would need to set aside approximately \$70,000 CDBG funds per year for 20 years to support this proposal.

Administration – For Program Year 2022, Community Development proposes an administration budget of \$87,983. These funds provide staffing and necessary office expenses for the overall administration of the CDBG program, including the addition of shared costs of a Grants Accountant in the Finance Department. Administration funds are also utilized for Fair Housing Activities. Approximately \$80,000 in administrative funding will carry over from program year 2021.

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year’s Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

2022 COMMUNITY DEVELOPMENT BLOCK GRANT

Program:	2022 Allocation:	Approx. Program Income:	Approx. 2021 Carryover:	Approx. 2020 Carryover:	Total:
KAHR – Safe, decent housing	\$171,914	\$2,000	\$71,914	\$0	\$245,828
Community Enrichment	\$66,500	\$0	\$0	\$0	\$66,500
Code Enforcement	\$50,000	\$0	\$50,000	\$25,000	\$125,000
Demolition – Safe, decent housing	\$0	\$0	\$0	\$41,080	\$41,080
Hope VI Project/Section 108 Loan	\$70,000	\$0	\$0	\$0	\$70,000
Program Administration	\$87,983	\$0	\$80,000	\$0	\$167,983
Total:	\$446,397	\$2,000	\$201,914	\$66,080	\$716,391

A full copy of the CDBG 2022 Annual Action Plan is available on the City of Kingsport Community Development Website at

<https://www.kingsporttn.gov/cdbg-program-documents/>

*Carryover funding is CDBG funding that is not utilized in the Prior Year. Carryover funds are often recognized in the next year's Annual Action Plan.

*Program Income is income generated by CDBG activities, example, CDBG funds repair a home, funding is secured with a lien. Should the owner move or sell the property before the lien expires, the owner may be subject to repaying a portion of those CDBG funds. Funds returned to the CDBG program are considered Program Income.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

07/01/2022

4. Applicant Identifier:

CDBG

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

B-22-MC-47-0004

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Kingsport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-60000323

*** c. UEI:**

079027579000

d. Address:

* Street1: 415 Broad Street

Street2:

* City: Kingsport

County/Parish:

Sullivan

* State: TN: Tennessee

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 37660-4265

e. Organizational Unit:

Department Name:

Community Development

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

* First Name:

Jessica

Middle Name:

* Last Name: McMurray

Suffix:

Title: Community Development Planner

Organizational Affiliation:

City of Kingsport, TN

* Telephone Number: 423-224-2877

Fax Number:

* Email: jessicamcmurray@kingsport.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14218

CFDA Title:

Community Development Block Grant

* 12. Funding Opportunity Number:

N/A - Entitlement

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

CDBG funds used for projects and activities to benefit low and moderate families.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="446,397.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="446,397.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. 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.
2. 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.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. 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 (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.
8. 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.

9. 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.
10. 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.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) 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.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. 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.
13. 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.).
14. 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.
15. 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.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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 sub-recipient 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor, City of Kingsport
APPLICANT ORGANIZATION City of Kingsport, TN	DATE SUBMITTED 

IN THE CHANCERY COURT
FOR SULLIVAN COUNTY,
AT KINGSFORT, TENNESSEE

Randy Craig Drake and
Angela Drake,

Petitioners

vs.

Joseph Thompson,

Respondent

Civil Action No. 21-CK-43193(C)

IN RE: Kaydenca Moon Thompson
(DOB 07/10/2011) A child under
Eighteen (18) Years of Age

ORDER OF PUBLICATION

It appearing from the petition in this case, which is sworn to, that Joseph Tandy Lee Thompson resides out of the State of Tennessee or cannot be personally served with process. IT IS ORDERED that publication be made for four (4) consecutive weeks in the KINGSFORT TIMES NEWS, a newspaper published at Kingsport, in Sullivan County, Tennessee, requiring the said respondent to serve upon Petitioner's attorney, Jared A. Williams, whose address is 324 Cherokee Street, Kingsport, TN 37660, an answer to the petition filed against him/her in this case, within thirty (30) days from the last publication date of this order; and if the Respondent(s) fails to do so, judgement by default will be taken against him/her for the relief demanded in the petition.

This the 18th of March, 2022.

(signed) Katherine Priester,
Clerk and Master

PUB 4T: 3/24/22, 3/31/22, 4/7/22,
4/14/22

NOTICE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that The Kingsport Board of Mayor and Aldermen will conduct a Public Hearing at its business meeting on Tuesday, April 5, 2022 at 7p to receive citizen input concerning the City's 2022 Annual Action Plan for Housing and Community Development. The 2022 Annual Action Plan describes proposed activities of the City's Community Development Program for the period of July 1, 2022 through June 30, 2023 utilizing Community Development Block Grant funds.

Activities addressed by the CDBG program must meet at least one of three National Objectives:

1. Provide benefit to low and moderate income families
2. Aid in the prevention or elimination of slum and blight
3. Address community needs having a particular urgency because they pose a serious or immediate threat to the health and safety of the general public where no other financial resources are available

A draft of the 2022 Annual Action Plan will be available on March 24, 2022 at City of Kingsport's Community Development Office located at 415 Broad Street, Kingsport. The draft will also be posted the City's Community Development website at www.kingsporttn.gov/city-services/community-development/.

Interested parties may comment on the 2022 Annual Action Plan for Kingsport, TN. The 2022 Annual Action Plan will have a 30-day comment period running from April 5 - May 13, 2022.

Public Meetings are held throughout the year and comments are welcome throughout the planning process. The public is invited to offer comments concerning the proposed use of funds. Written or oral comments can be submitted to the City of Kingsport Community Development office at 415 Broad Street, Kingsport, TN 37660 or (423)224-2877 or by emailing JessicaMcMurray@KingsportTN.gov.

If citizens would like to attend the meeting, located in the Boardroom of City Hall, at 415 Broad Street, Kingsport. The Boardroom has a limited physical capacity. Once the room is full, the public is welcome to wait in the lobby until it is their turn to give their public comment.

Citizens that attend are strongly encouraged to practice social distancing and wear their masks during the course of the meeting.

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

CITY OF KINGSFORT
Angie Marshall, Deputy City Recorder
PIT: 3/24/2022



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
2. BOE Budget Amendment Number Four – FY 2022

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

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

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

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	\$	\$	\$
		0	275,000	275,000
	Total:	0	275,000	275,000

Expenditures:

311-0000-601-2022	Construction Contracts	\$	\$	\$
		0	250,000	250,000
311-0000-601-2023	Architect/Engineering Fees	0	25,000	25,000
	Total:	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.

PAT SHULL, Mayor

ATTEST:

APPROVED AS TO FORM:

LISA WINKLE, City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

March 8, 2022

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

GENERAL PURPOSE SCHOOL FUNDS

ITEM ONE: HIGH COST SPECIAL EDUCATION FUNDS

For the past several years Kingsport City Schools has received a reimbursement from the State for "high cost special education students". These funds are reimbursement for funds spent out of our General Purpose School Fund for expenses related special education students that require services that are above the level of funding provided through the BEP formula. The current FY 2022 budget has \$50,000 of estimated revenue and appropriations. The actual amount received was \$83,514. Dr. Jacki Wolfe has requested that these excess funds be added to the budget.

It is recommended that the estimated revenue for Education of the Handicapped Act Funds be increased by \$33,514 and that the appropriations for Special Education Supplies and Materials be increased by \$5,014, Special Education Contracted Services be increased by \$5,000, and Special Education Capital Outlay be increased by \$23,500.

ITEM TWO: TENNESSEE ARTS COMMISSION GRANTS

As in past years, several of our elementary schools have received grants from the Tennessee Arts Commission. These grants fund visiting authors, performances by the Barter Players, or other performing arts. The schools that have received these grants are Jefferson (\$1,800), Johnson (\$1,800), Kennedy (\$1,800), Lincoln (\$1,325), and Roosevelt (\$1,600)

It is recommended that the estimated revenue for Other State Grants and the appropriations for Principals Office – Other Charges be increased by \$8,325.

ITEM THREE: WASHINGTON PTA DONATION

The Washington PTA would like to donate funds to Kingsport City Schools to fund upgrades to the Washington playground. This donation will fund the replacement of swings on the playground.

It is recommended that the estimated revenue for Other Local Revenue and the appropriation for Other Capital Outlay be increased by \$11,243.

ITEM FOUR: SUMMER LEARNING PROGRAMS

There have been funds received for the Summer Learning programs that occurred in the summer of 2021. The funds that have been received this fiscal year are for personnel expenditures that were incurred after July 1, 2021.

It is recommended that the estimated revenues for Other Federal Trough State Funds be increased by \$7,610, that the estimated revenue for Other State Funds be increased by \$17,567, and that the

appropriations for various salary and benefit accounts be increased by \$25,177.

ITEM FIVE: SALARIES AND BENEFITS FUNDED BY EPIDEMIOLOGY GRANT

The Epidemiology grant that was received by Kingsport City Schools for FY 2022 funded all of the salaries and benefits for the school nursing program (\$992,300) and 10% of the salaries and benefits for school counselors (\$168,400).

It is recommended that these excess budgeted funds of \$1,160,700 from the nursing and counselor accounts. \$148,500 will be used to fund a classified staff pay increase and \$1,012,200 will be transferred to the Fund Transfer account to be transferred to Sullivan North/Sevier Middle School renovation project.

ITEM SIX: CLASSIFIED STAFF PAY INCREASE

During the FY 2023 budget presentations it was clear that the main budget priority was to address the pay of the classified employees of Kingsport City Schools. As a result, we are recommending that an initial step be taken during the current year by providing for a 5% scale adjustment. It is proposed that this increase in pay would take effect March 7, 2022. This date is the beginning of a pay period. In order to facilitate the accurate implementation of this increase it is imperative that this pay increase be effective at the beginning of a future pay period, because this group of employees are mainly comprised of non-exempt/hourly paid employees. If approved, this increase will be reflected in paychecks beginning on April 1, 2022. With an implementation date of March 7, 2022, the cost of this pay increase will be a recurring \$148,500.

It is recommended that \$148,500 of the funds made available by the use epidemiology grant funds be transferred to the various salary and benefit accounts of classified personnel to fund a 5% pay increase to take effect March 7, 2022.

ITEM SEVEN: FUND BALANCE APPROPRIATION

The Unreserved Fund Balance was \$11,697,516 at June 30, 2021. This amount is 14.4% of the FY 2022 General Purpose operating budget. This is \$9,260,484 above the 3% State guideline and \$7,635,796 above a 5% threshold. These excess funds are available for use.

Sullivan North/Sevier Middle School Renovations:

In order to complete the funding for the Sullivan North to Sevier Middle School renovation it will be required to use a portion of the General Purpose School Fund – Unreserved Fund Balance. In order to reach a funding level of \$24,200,000 for the renovation, it will be required to use \$5,260,192 of the Unreserved Fund Balance.

Robinson Middle School Cooling Tower:

The Robinson Middle School cooling tower is in need of immediate replacement. It has been determined that the most cost efficient and timely solution is to move the cooling tower from Sullivan North. This tower was installed in 2014 and is scheduled to be removed during the renovation. At 8 years old, it should still have at least another 8 years of life remaining. It is

estimated that the cost of this project will be approximately \$275,000. Based on the cost of the recently installed tower at Dobyns-Bennett, it is estimated that the cost of a new tower would be \$850,000. The project costs of \$275,000 will need to come out of the Unreserved Fund Balance.

It is recommended that the estimated revenue for Fund Balance Appropriations and the appropriation for Fund Transfers be increased by \$5,535,192.

GENERAL PROJECT FUND

FUTURE SCHOOL CAPITAL PROJECTS

This project account was established several years ago to fund various school capital projects. There is total project funding of \$1,188,814. Projects funded from this account were resurfacing of Dobyns-Bennett tennis courts (\$139,522), Legion Drive roundabout (\$205,612), Dobyns-Bennett switchgear replacement (\$317,486), Johnson pre-k playground (\$161,300), and Lincoln playground (\$113,823). There is a balance remaining in this project account of \$251,069.

It is recommended that this project account be closed and that the remaining funds of \$251,069 be transferred to the Sullivan North/Sevier Middle School renovation project.

SCHOOL FACILITY UPGRADES

This project account was established to placeholder for the school's share for the funds from the City's fall 2021 bond sale. There was \$6,000,000 added to this project pending a decision of the final use of the funds.

It is recommended that the funds in this project be transferred to the Sullivan North/Sevier Middle School Renovation project.

SULLIVAN NORTH TO SEVIER MIDDLE SCHOOL RENOVATIONS

The bid opening for this project is scheduled for March 31, 2022. We will ask the Board of Education for bid approval in April and plan to present to the Board of Mayor and Aldermen on April 19, 2022. In order to receive Board of Mayor and Aldermen approval, funding for the project will need to be in place. It is recommended that total funding for this project be established in the amount of \$24,200,000. Attached is a project budget. The roof and HVAC replacement will be funded with ESSER finds, in the amount of \$7,183,732. This leaves a balance of \$17,016,268 to be funded through the General Project Fund account. There is a current project account for the Sullivan North Renovations that has funding in the amount of \$4,092,476. The remaining amount of funding needed is \$12,923,792.

It is recommended that the estimated revenues and appropriations for the Sullivan North/Sevier Middle School Renovation project be increased by \$12,923,792, by transferring 251,069 from the Future School Capital project, \$6,000,000 from the School Facility Upgrades project, \$6,272,392

from the General Purpose School Fund, by increasing the estimated revenue for interest earnings by \$331, and by increasing the estimated revenue for e-rate funds by \$400,000.

ROBINSON COOLING TOWER

The cooling tower at Robinson Middle School is in need of immediate replacement. It is recommended that a General Project account be established for this purpose by establishing an estimated revenue account for transfers from the School Fund of \$275,000 and appropriations for construction contracts of \$250,000 and architect/engineering fees of \$25,000.

SULLIVAN NORTH/SEVIER MIDDLE SCHOOL RENOVATION BUDGET
MARCH 8, 2022

Construction - Base Estimate	\$ 19,371,633
Construction - Alternates Estimate	<u>335,160</u>
Total Construction Estimate	\$ 19,706,793
Architect Fee - 6 %	1,182,408
Contingency - 6 %	<u>1,182,408</u>
Total Concruction Estimate and Fees	<u>\$ 22,071,608</u>
Other Expenses	
Markerboards	\$ 225,000
Fixtures, Furniture & Equipment (FF&E)	500,000
Technology	500,000
Parking Lot Improvements	500,000
Stadium Electrical	103,750
Project Manager Fee	100,000
Title Insurance	31,200
Fire Marshall Fee	17,265
Testing	50,000
Moving Expense	50,000
Legal and Other	<u>51,177</u>
Total Other Expenses	<u>\$ 2,128,392</u>
Total Project Budget	<u><u>\$ 24,200,000</u></u>



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 McCart, City Manager *CM*

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

Final Adoption: April 18, 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: *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	—	—	—

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: *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: *dw*

	<u>Y</u>	<u>N</u>	<u>O</u>
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 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:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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	(8,760)	141,240
451-0000-391.45-00 From Water Fund	11,473	(9,151)	2,322
Totals:	161,473	(17,911)	143,562

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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	51,574	51,574
0	23,899	23,899
1,500,744	0	1,500,744
0	25,486	25,486
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	(37,213)	4,102,787
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	(283,074)	286,926
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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:**

452-0000-391.05-45 Series 2016 GO (Nov 4)
 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	37,213	37,213
0	404,642	404,642
3,000,482	0	3,000,482
0	161,298	161,298
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

Totals:

\$	\$	\$
100,000	(47,692)	52,308
100,000	(47,692)	52,308

Expenditures:

457-0000-622.20-22 Construction Contracts

Totals:

\$	\$	\$
100,000	(47,692)	52,308
100,000	(47,692)	52,308

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

457-0000-391.95-00 Storm Water Fund

Totals:

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

Expenditures:

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

Totals:

\$	\$	\$
125,000	(500)	124,500
125,000	(500)	124,500

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

457-0000-391.95-00 Storm Water Fund

Totals:

Budget	Incr/(Decr)	New Budget
\$	\$	\$
20,000	(14,697)	5,303
20,000	(14,697)	5,303

Expenditures:

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

Totals:

\$	\$	\$
20,000	(14,697)	5,303
20,000	(14,697)	5,303

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

457-0000-391.95-00 Storm Water Fund

Totals:

Budget	Incr/(Decr)	New Budget
\$	\$	\$
150,000	(27,671)	122,329
150,000	(27,671)	122,329

Expenditures:

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

457-0000-622.90-03 Improvements

Totals:

\$	\$	\$
20,000	(20,000)	0
130,000	(7,671)	122,329
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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$ 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

Consideration of a Resolution to 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

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 resolution.

Executive Summary:

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

Pursuant to the policy, 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. Resolution
2. Ordinance
3. Cost Table
4. Location Maps
5. Development Chart

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	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

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

WHEREAS, on December 21st, 2021 the board adopted Resolution No. 2022-120 authorizing the Mayor to execute a materials agreement with Carla Karst for the provision of certain water and sewer materials by the city for Cox Valley, a 58 lot development in the city; and

WHEREAS, an amendment to the agreement has been requested based on changes to the plans for the development which will increase the amount of materials provided for under the agreement from \$125,343.36 to \$153,830.48

WHEREAS, the total amount of the revised agreement as proposed is \$153,830.48.

Now, therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney, a Revised Materials Agreement with Carla Karst to provide certain water and sewer materials by the city for Cox Valley Development, in the revised amount of \$153,830.48 and the mayor is further authorized and directed to execute all documents necessary and proper to effectuate the purpose of the agreement, said agreement being as follows:

AMENDMENT TO MATERIALS AGREEMENT

This Amendment to Materials Agreement is made and entered into on this 6th day of April, 2022, by and between Carla Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

That the Materials Agreement entered into by the parties on the 20th day of December, 2021, is amended by deleting the language in paragraph numbered 1 through 12 in the Materials Agreement and substituting the following in its place:

1. The Developer has subdivided a tract of land known as Cox Valley, and preliminary approval having been heretofore granted by the Planning Commission.
2. The revised plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 2,202 LFT of Waterline and 2,805 LFT of Sanitary Sewer Line to construct.
3. The estimated revised cost of the materials listed in paragraph 2 above is approximately \$153,870.48. The Developer will purchase this material from the City for use for construction pursuant to this contract only.
4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.
5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution

line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on) this the day and year first above written.

[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 this materials agreement promotes the use of high-quality and uniform materials in the construction of certain water and sanitary sewer infrastructure in new residential development in the city, which infrastructure will be a part of the city owned water and sanitary sewer systems as publicly owned infrastructure, and this will reduce future maintenance costs for the city's water and sanitary sewer systems caused by the use of substandard materials, and that the actions authorized by this resolution are in the public interest and for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 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:

Materials Agreement

Project: Cox Valley Development
Date: 12/14/2021 (04-05-2022 rev.)
Developer: Carla Karst

File No.: 2021-D25

AF-2022-67

Sanitary Sewer		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
45003	8" x 14' SDR-35 gsktd Sewer Pipe	200.00	Joints	\$144.90	\$28,980.00
45057	8" x 6" Tee Wye gsktd Sewer	90.00	each	\$63.14	\$5,682.60
45112	Manhole Frame & Covers V-1312-44	15.00	each	\$253.76	\$3,806.40
	Manhole Estimate	1.00	each	\$16,000.00	\$16,000.00
Building Code					
	Receipt To:				
Subtotal:	452-0000-208-1250				\$54,469.00
Sales Tax:	452-0000-207-0201			9.50%	\$5,174.56
Project #	SW2257			Sewer Total:	\$59,643.56
	Expense To:				
Sewer Acct #	452-0000-606-9003				
				Grand Total:	\$153,830.48



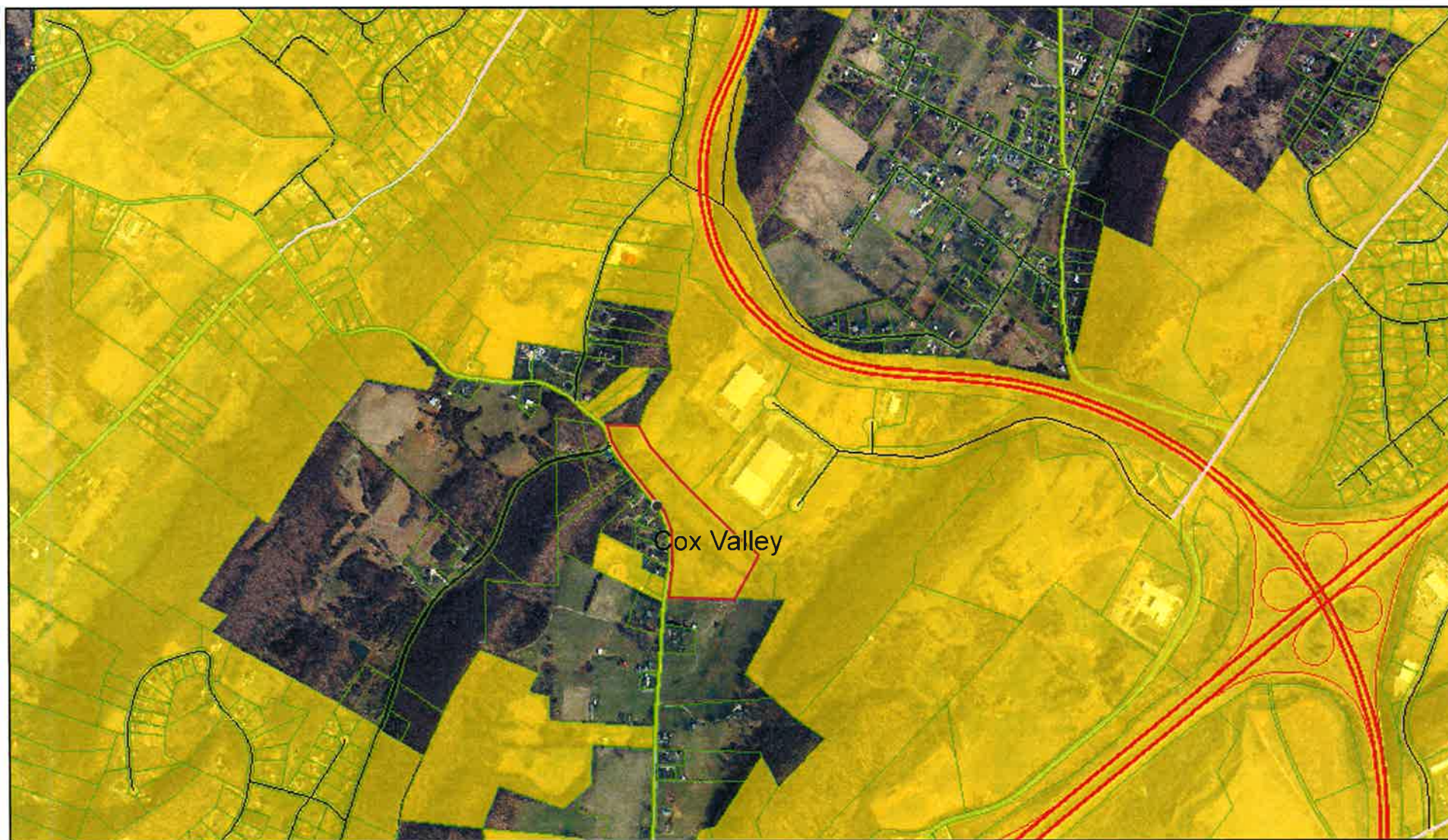
Materials Agreement

Project: Cox Valley Development
 Date: 12/14/2021 (04-05-2022 rev.)
 Developer: Carla Karst

File No.: 2021-D25
 AF-2022-67

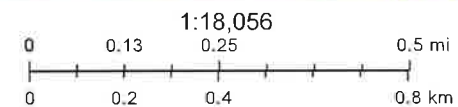
Water Line		Anticipated		Estimated	
Item #	Item Description	Units	U/M	Price	Total
41864	8" x 18' D.I. Pipe	92.00	Joints	\$466.56	\$42,923.52
41810	6" x 18' D.I. Pipe	54.00	Joints	\$415.40	\$22,431.60
42120	4' Bury Hydrant	4.00	each	\$1,610.00	\$6,440.00
42845	6" x 18" MJ Anchor Coupling	5.00	each	\$170.29	\$851.45
42335	8" MJ Gate Valve	8.00	each	\$988.00	\$7,904.00
42325	6" MJ Gate Valve	7.00	each	\$578.00	\$4,046.00
43031	8x8x6 Anchor Tee	2.00	each	\$196.19	\$392.38
43032	6x6x6 Anchor Tee	2.00	each	\$179.74	\$359.48
42100	8x8x8 MJ Tee	2.00	each	\$203.64	\$407.28
42014	6x6x6 MJ Tee	1.00	each	\$179.74	\$179.74
40595	8" MJ Solid Cap	1.00	each	\$80.00	\$80.00
Building Code					
	Receipt To:				
Subtotal:	451-0000-208-1250				\$86,015.45
Sales Tax:	451-0000-207-0201			9.50%	\$8,171.47
Project #	WA2257			Water Total:	\$94,186.92
	Expense To:				
Water Acct. #	451-0000-605-9003				

ArcGIS Web Map



12/21/2021, 11:45:30 AM

Hawkins County Parcels	Railroad_ROW	Sullivan County Parcels	Railroad_ROW	Washington County Parcels	Railroad_ROW
Lake_Pond	River	Lake_Pond	River	Lake_Pond	River
Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW	Parcel_Conflict	Street_ROW
Parcels		Parcels		Parcels	



COX VALLEY CARLA KARST

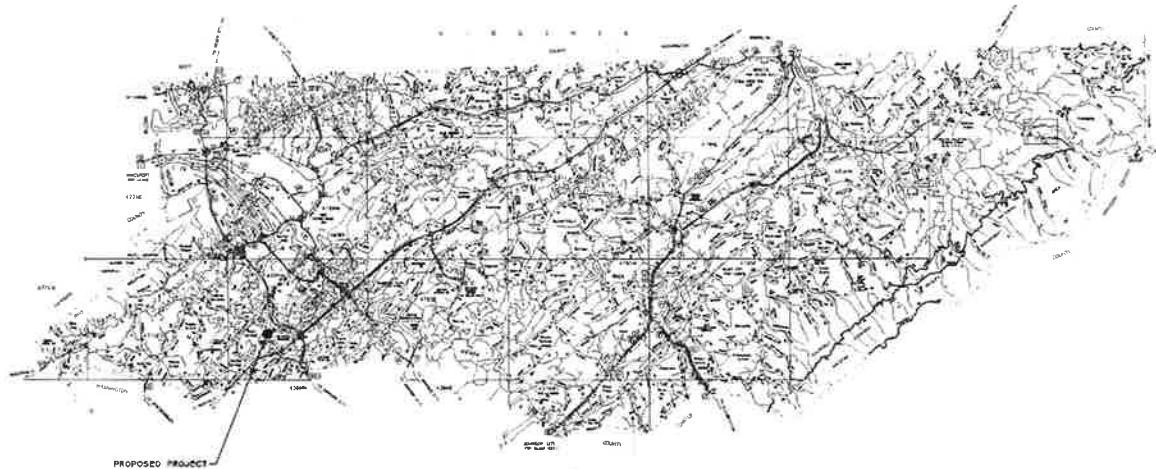
KINGSPORT, SULLIVAN COUNTY, TENNESSEE



LOCATION MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
COVER	COVER SHEET
SURVEY	ORIGINAL SURVEY - DAVIES LAND SURVEYING
C100	OVERALL SITE PLAN
C101	ENLARGED SITE ROADWAY LAYOUT AND STAKING PLAN
C102	ENLARGED SITE ROADWAY LAYOUT AND STAKING PLAN CONT.
C103	SITE DETAILS
C200	ENLARGED SITE GRADING AND DRAINAGE PLAN
C201	ENLARGED SITE GRADING AND DRAINAGE PLAN CONT.
C202	PRE-DEVELOPED WATERSHED - DRAINAGE PATTERNS
C203	POST-DEVELOPED WATERSHED - DRAINAGE PATTERNS
C204	SITE STORM DETAILS
C205	SITE STORM DETAILS
C206	STREET PROFILES AND UTILITIES PROFILES - STORM SEWER
C300	ENLARGED SITE UTILITIES PLAN - SANITARY SEWER
C301	ENLARGED SITE UTILITIES PLAN - SANITARY SEWER CONT.
C302	SITE UTILITIES DETAILS - SANITARY SEWER
C303	UTILITIES PROFILES - SANITARY SEWER
C304	UTILITIES PROFILES - SANITARY SEWER
C305	UTILITIES PROFILES - SANITARY SEWER
C400	ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE
C401	ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.
C402	ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.
C403	SITE UTILITIES DETAILS - WATER
C404	UTILITIES PROFILES - FIRELINE
C500	ENLARGED EROSION CONTROL PLAN
C501	ENLARGED EROSION CONTROL PLAN CONT.
C502	EROSION CONTROL PLAN - EXISTING CONDITIONS
C503	EROSION CONTROL PLAN - EXISTING CONDITIONS CONT.
C504	EROSION CONTROL PLAN - INTERMEDIATE CONDITIONS
C505	EROSION CONTROL PLAN - INTERMEDIATE CONDITIONS CONT.
C506	EROSION CONTROL DETAILS



SULLIVAN COUNTY
TENNESSEE



**SPODEN & WILSON
CONSULTING ENGINEERS**

430 CLAY STREET
KINGSPORT, TENNESSEE 37660
Phone: (423) 245-1181 Fax: (423) 245-0852
email: sweng@spodenwilson.com

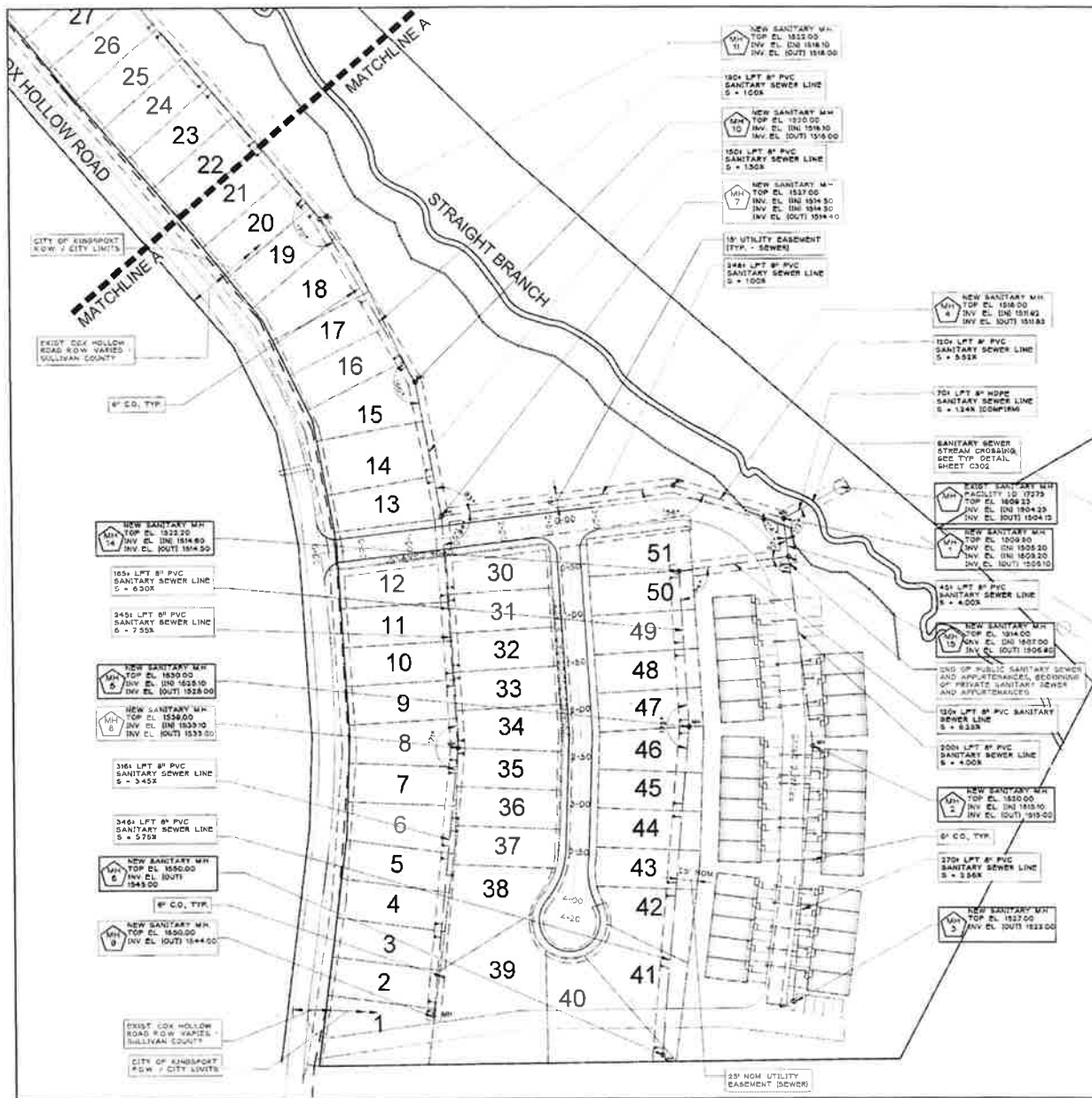
OWNER INFORMATION:
CARLA KARST
1504 DODDINS DRIVE
KINGSPORT, TN 37664
PHONE 423-863-0161
EMAIL: karstond@gmail.com

SET NO. _____

REVISION No. 7

DATE: 12-09-2011

FILE NO.: 18155



NOTE:
PROVIDE 10' EASEMENTS FOR ALL SANITARY SEWER LINES, 8" SUB-MAINS, LATERALS AND APPURTENANCES. EASEMENTS SHALL CENTER ON INDICATED LINE LOCATIONS AND ON EACH APPLICABLE LOT LINE.

ALL SANITARY SEWER PIPING MATERIAL, BEDDING AND APPURTENANCES SHALL BE STRICTLY IN COMPLIANCE WITH CITY OF KINGSPOINT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.

FOR SANITARY SEWER LINES OF SLOPE GREATER THAN 1%, PROVIDE ANCHORS AT SPACINGS INDICATED ON THIS PLAN IN ACCORDANCE WITH CITY OF KINGSPOINT STANDARDS AND SPECIFICATIONS.

- LEGEND:**
- PROPERTY LINES
 - EXISTING CONTOURS
 - FINISH CONTOUR
 - UTILITY EASEMENT LINES
 - FINISH SPOT ELEVATIONS
 - EXISTING WATER LINES
 - BUILDING SETBACK LINES
 - EXISTING SANITARY SEWER
 - NEW 8" PINE LINE
 - NEW WATER LINES
 - NEW SANITARY SEWER
 - NEW GAS LINE
 - ROOF DRAIN MAIN

ENLARGED SITE UTILITIES PLAN - SANITARY SEWER

1" = 50'

- NOTES:**
- THE ABOVE SITE UTILITIES PLAN SUPERIMPOSED ON SITE SURVEY INFORMATION PROVIDED BY COX CONCEPTS ARCHITECTS AS SURVEYED BY DAVIES LAND SURVEYING.
 - FOR PURPOSES OF ESTABLISHING GROUNDWATER, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE: PAVING 9" (1" ASPHALT AND 8" BASE STONE), 12" FOR EXTERIOR CONCRETE, 1/2" (8" CONCRETE AND 6" BASE STONE).
- SANITARY SEWER NOTES:**
- SANITARY SEWER CONNECTION TO 8" MADE BY THE UTILITIES CONTRACTOR. THE OWNER SHALL BE RESPONSIBLE FOR ALL ASSOCIATED CONNECTION FEES.
 - SANITARY SEWER PIPING TO BE ASTM 3034 CLASS PVC IN ACCORDANCE WITH THE CITY OF KINGSPOINT, TENNESSEE STANDARDS FOR 35" PVC ACCEPTABLE FOR 18" DIA. LINES.
 - ALL 8" SANITARY SEWER LATERALS TO BE 4'-0" MIN DEPTH, TYP.

NOTE:
SITE PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY COX CONCEPTS AS SURVEYED BY DAVIES LAND SURVEYING.

COX CONCEPTS
CONSULTING ENGINEERS
1415 COBYNS DRIVE
KINGSPOINT, TENN 37644
800.738.7348
SAW Project No. W035

COX CONCEPTS
1415 COBYNS DRIVE
KINGSPOINT, TENN 37644
800.738.7348



ENLARGED SITE UTILITIES PLAN - SANITARY SEWER

COX VALLEY
COX HOLLOW ROAD
KINGSPOINT, TENNESSEE

DATE	DESCRIPTION	BY	CHK
09/01/2021	ORIGINAL ISSUE		
09/01/2021	UPDATE		
10/22/2021	COX REVIEW COMMENTS		
11/22/2021	COX REVIEW COMMENTS		
12/02/2021	COX REVIEW COMMENTS		
12/02/2021	COX REVIEW COMMENTS		

C300
2018 - 0014

BRIDGES - IN-ROAD
CONSULTING ENGINEERS
ONE EAST STREET
KINGSPORT, TENNESSEE 37083
PHONE 731-321-1070 FAX 731-321-1080
WWW.BRIDGES-IN-ROAD.COM
SIR Project No. 18158

COX CONCEPTS
1416 DORRYS DRIVE
KINGSPORT, TENNESSEE 37141
423.732.4840



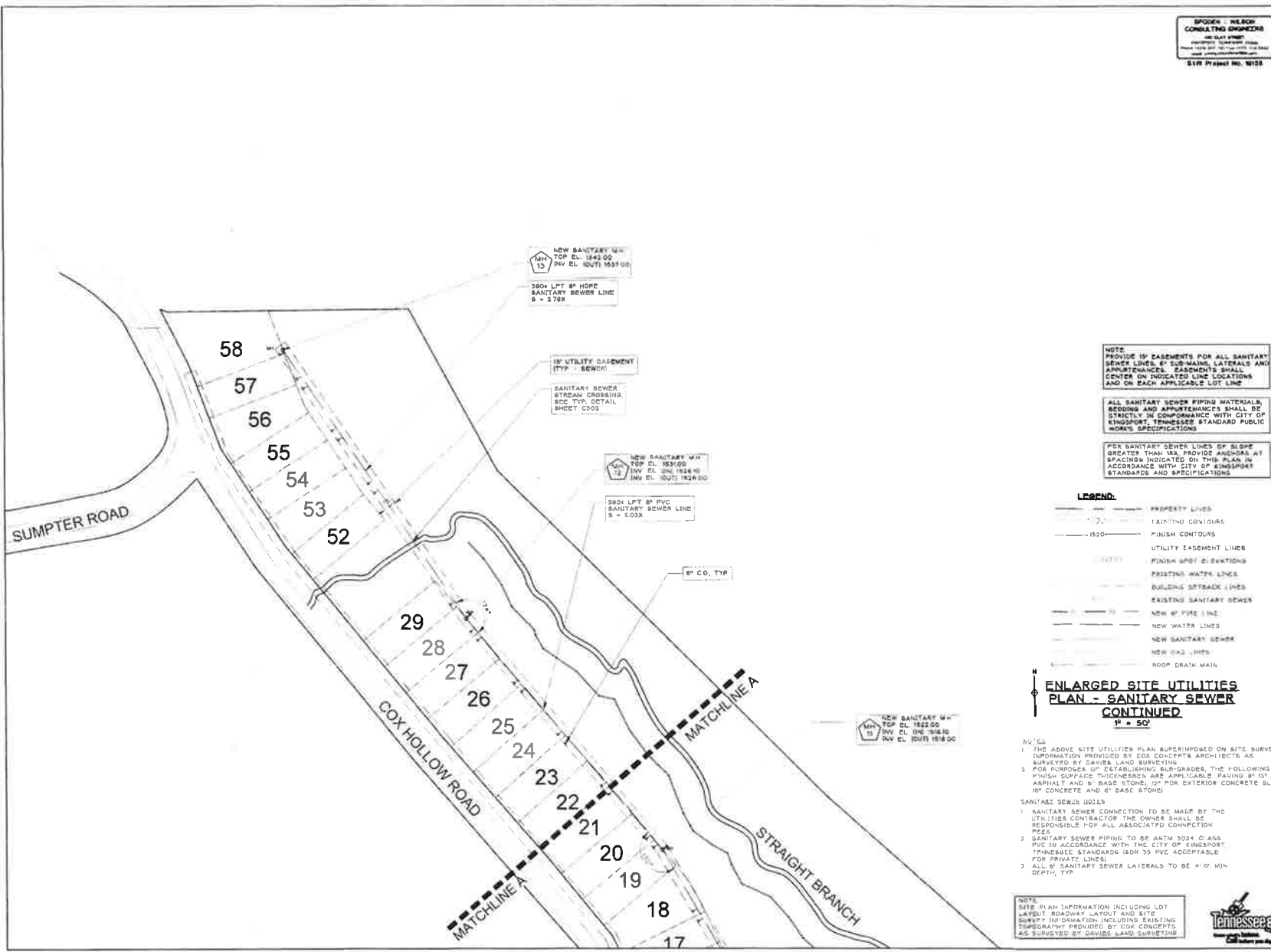
ENLARGED SITE UTILITIES PLAN - SANITARY SEWER CONT.

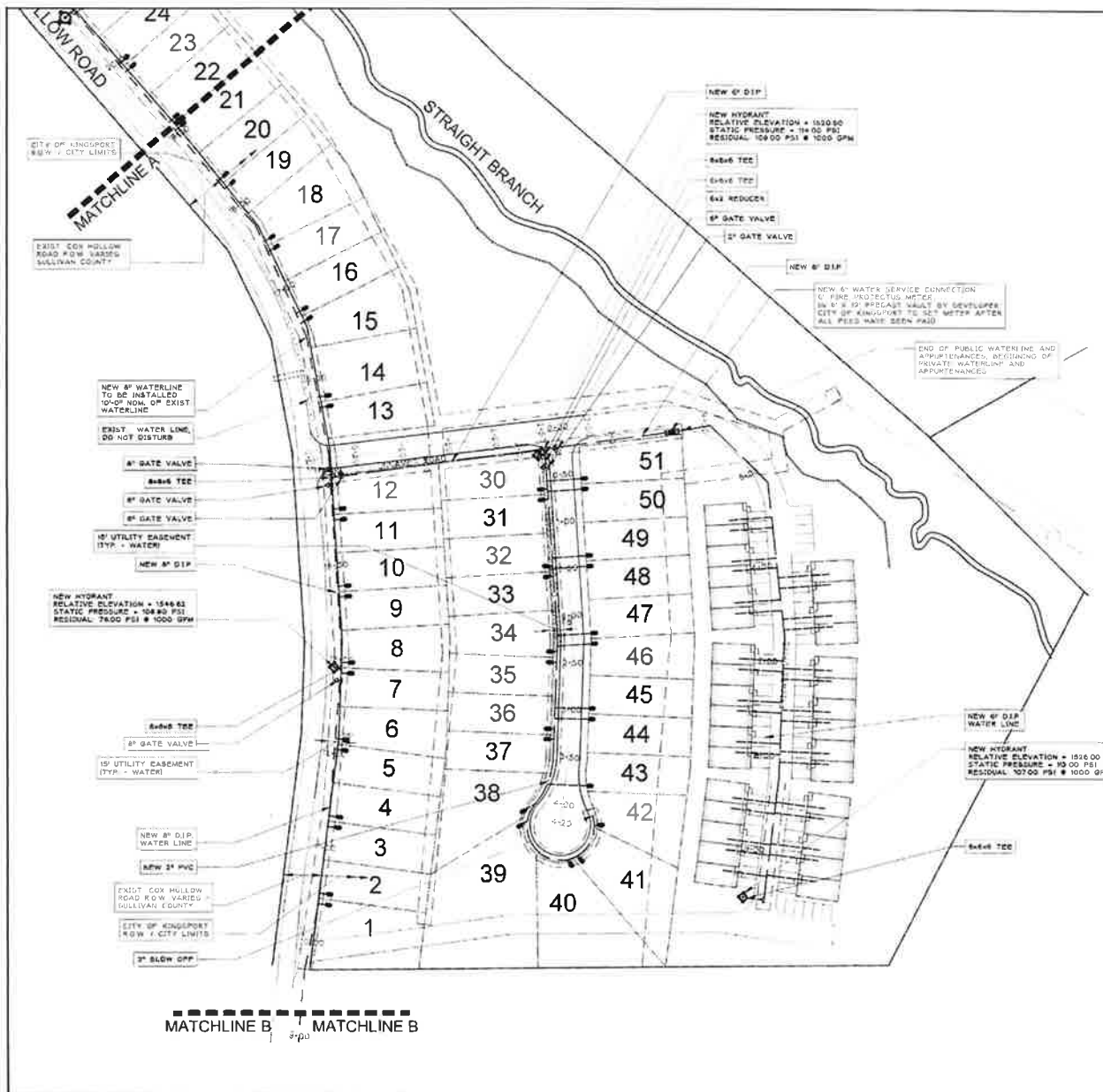
COX VALLEY
COX HOLLOW ROAD
KINGSPORT, TENNESSEE

ORIGINAL ISSUE	04/05/2021
REVISION	07/07/2021
REVISION	08/12/2021
REVISION	08/12/2021
REVISION	10/22/2021
REVISION	10/22/2021
REVISION	10/22/2021
REVISION	10/22/2021
REVISION	10/22/2021
REVISION	10/22/2021

C301

2018 - 2014





SPROEN - WILSON
CONSULTING ENGINEERS
100 N. MAIN ST.
KINGSPORT, TENNESSEE 37080
Phone: 615.336.1111 Fax: 615.336.1112
www.sproen-wilson.com
S.W. Project No. 1913

COX CONCEPTS
1414 DRYDEN DRIVE
KINGSPORT, TENNESSEE 37080
423.521.1111



ALL WATER LINE AND MATERIALS
BEDDING AND APPURTENANCES SHALL BE
STRICTLY IN COMPLIANCE WITH CITY
OF KINGSPORT, TENNESSEE STANDARD
PUBLIC WORKS SPECIFICATIONS

WATER LINE TAPS, VALVING AND APPURTENANCES, ETC.
AT INTERSECTION OF 8\"/>

LEGEND:

- PROPERTY LINES
- EXISTING CONTOUR
- FINISH CONTOUR
- UTILITY CASEMENT LINES
- FINISH SPOT ELEVATIONS
- EXISTING WATER LINES
- BUILDING SETBACK LINES
- EXISTING SANITARY SEWER
- NEW 8\"/>
- NEW WATER LINES
- NEW SANITARY SEWER
- NEW GAS LINES
- PSEP DRAIN MAIN

**ENLARGED SITE UTILITIES
PLAN - FIRELINE CONTINUED**
1\"/>

- NOTES:**
- THE ABOVE SITE UTILITIES PLAN SUPERIMPOSED ON SITE SURVEY INFORMATION PROVIDED BY COX CONCEPTS ARCHITECTS AS SURVEYED BY DAVIDS LAND SURVEYING FOR PURPOSES OF ESTABLISHING SUB-GRASSES, THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE: PAVING 9\"/>

- WATERLINE NOTES:**
- ALL WATERLINES TO BE 2\"/>
 - ALL TAPS ARE TO BE MADE UNDER GRADE AREAS NOT UNDER ASPHALT OR CONCRETE; ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS, ANY TAPPS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
 - SEWER-UP / CONTRACTOR RESPONSIBLE FOR NEW TAP TO BE: EXISTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT AFTER ALL FEES HAVE BEEN PAID. CITY OF KINGSPORT INSPECTION STANDARDS OF NEW WATERLINES TO BE FOLLOWED.
 - STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS WITHOUT EXCEPTION AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THRUST BLOCKING SHALL BE USED IN CONJUNCTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THRUST BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.

NOTE:
SITE PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY COX CONCEPTS, AS SURVEYED BY DAVIDS LAND SURVEYING

ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.

COX VALLEY
COX HOLLOW ROAD
KINGSPORT, TENNESSEE

DATE OF ISSUE	08/08/2021
DATE OF REVIEW	08/10/2021
DATE OF REVIEW	08/10/2021
DATE OF REVIEW	10/22/2021
DATE OF REVIEW	11/22/2021
DATE OF REVIEW	12/02/2021
DATE OF REVIEW	12/02/2021

C401

2018 - 2014

SPICER + WILSON
CONSULTING ENGINEERS
100 East 10th Street
Kingsport, Tennessee 37644
Phone: 423.242.1111 Fax: 423.242.1112
SIN Project No. 1012

COX CONCEPTS
1415 DOWNS DRIVE
KINGSPORT, TENNESSEE 37644
423.242.1140



ALL WATER LINES AND MATERIALS, BEDDINGS AND APPURTENANCES SHALL BE STRICTLY IN CONFORMANCE WITH CITY OF KINGSPORT, TENNESSEE STANDARD PUBLIC WORKS SPECIFICATIONS.

WATER LINE TYPES, VALVES AND APPURTENANCES, ETC.
AT INTERSECTION OF 8" DIP TO 8" DIP PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
AT INTERSECTION OF 8" DIP TO 8" DIP PROVIDE 8" x 8" x 8" TEE AND 8" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.
AT INTERSECTION OF 8" DIP TO 2" PVC PROVIDE 8" x 8" x 2" TEE AND 2" GATE VALVE AND 8" GATE VALVE EACH APPLICABLE SIDE OF INTERSECTION.

- LEGEND:**
- PROPERTY LINES
 - EXISTING CONTOURS
 - FINISH CONTOURS
 - UTILITY EASEMENT LINES
 - FINISH SPOT ELEVATIONS
 - EXISTING WATER LINES
 - BUILDING SETBACK LINES
 - EXISTING SANITARY SEWER
 - NEW 8" FIRE LINE
 - NEW WATER LINES
 - NEW SANITARY SEWER
 - NEW GAS LINES
 - ROOF DRAIN MAIN

ENLARGED SITE UTILITIES PLAN - FIRELINE CONTINUED
1" = 50'

- NOTES:**
- THE ABOVE SITE UTILITIES PLAN SUPERIMPOSED ON SITE SURVEY INFORMATION PROVIDED BY COX CONCEPTS ARCHITECTS AS SURVEYED BY DAVIS LAND SURVEYING.
 - FOR PLUMBING OF EXISTING SUBSISTANCES THE FOLLOWING FINISH SURFACE THICKNESSES ARE APPLICABLE PAVING 6" (3" ASPHALT AND 6" BASE STONE) OR CONCRETE SLAB 18" CONCRETE AND 6" BASE STONE.

- WATERLINE NOTES:**
- ALL WATERLINES TO BE 2" MIN. BELOW FINISH GRADE. CONFORM ELEVATIONS W/ OTHER UTILITIES. ALL WATERLINES 16" THRU 12" TO BE DUCTILE IRON PVC PIPE FOR 21 CLASS 200 PRESSURE. RATED CONFORMING TO ASTM D2241 16" THRU 42" PIPE MUST BEAR THE NATIONAL SANITATION FOUNDATION TESTING LABORATORIES, INC. SEAL OF APPROVAL FOR POTABLE WATER OR AN APPROVED EQUAL.
 - ALL TAPS ARE TO BE MADE UNDER GRASSY AREAS NOT UNDER ASPHALT OR CONCRETE. ALL WATER SERVICES TO BE LOCATED SO THAT THEY WILL NOT BE LOCATED IN DRIVEWAYS. ANY METERS THAT NEED TO BE MOVED LATER MUST BE MOVED AT DEVELOPER'S COST.
 - DEVELOPER / CONTRACTOR RESPONSIBLE FOR NEW TAP TO EXISTING WATERLINE UNDER DIRECT SUPERVISION OF THE CITY OF KINGSPORT WATER DEPARTMENT. AFTER ALL FEES HAVE BEEN PAID CITY OF KINGSPORT DISINFECTION STANDARDS OF NEW WATERLINES TO BE FOLLOWED.
 - STANDARD MECHANICAL JOINT FITTINGS SHALL BE USED AT ALL VALVES AND FITTINGS. FITTINGS AND SHALL BE INSTALLED AS SPECIFIED BY THE MANUFACTURER. THREAT BLOCKING SHALL BE USED IN CONNECTION WITH STANDARD MECHANICAL JOINT FITTINGS WHERE APPROPRIATE. THREAT BLOCKING SHALL BE INSTALLED AS SHOWN AND SPECIFIED IN THE STANDARD DETAILS PROVIDED IN THE CONTRACT DRAWINGS.

NOTE:
SITE PLAN INFORMATION INCLUDING LOT LAYOUT, ROADWAY LAYOUT AND SITE SURVEY INFORMATION INCLUDING EXISTING TOPOGRAPHY PROVIDED BY COX CONCEPTS AS SURVEYED BY DAVIS LAND SURVEYING.

ENLARGED SITE UTILITIES PLAN - WATER - FIRE LINE CONT.

COX VALLEY
COX HOLLOW ROAD
KINGSPORT, TENNESSEE

ORIGINAL ISSUE	DATE	DESCRIPTION
07/27/2021	07/27/2021	07/27/2021
08/12/2021	08/12/2021	08/12/2021
10/22/2021	10/22/2021	10/22/2021
11/22/2021	11/22/2021	11/22/2021
12/02/2021	12/02/2021	12/02/2021
12/02/2021	12/02/2021	12/02/2021

C402
2019 - 0014

City of Kingsport
MATERIALS AGREEMENT

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Reim to Dev	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	\$4,636.74	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	17	15	\$85,648.47	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	7	\$41,214.30	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07			\$17,439.89	Closed
Edinburgh Group LLC	Edinburgh Phase IA, Section 1	32	\$42,867.62	02/19/07	Total of 236	215	\$39,474.82	Closed
	Edinburgh Phase IA, Section 2	15	\$25,205.92	04/17/07			\$23,273.53	Closed
	Edinburgh Phase 2, Section 1A	6	\$2,852.48	02/02/10			\$2,659.62	Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			\$11,116.69	Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			\$8,770.02	Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			\$18,549.10	Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			\$23,403.87	Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			\$17,792.14	Closed
	Edinburgh Phase 4	17	\$65,033.97	07/24/13			\$60,735.18	Closed
	Edinburgh Phase V	12	\$51,965.42	10/7/2014			\$48,501.91	Closed
	Edinburgh Phase VII	20	\$27,552.51	6/2/2015			\$25,162.11	Closed
	Edinburgh Phase 9	6	\$5,917.93	5/5/2016			\$5,386.74	Closed
	Edinburgh Phase 10	10	\$38,265.22	3/1/2017			\$34,953.21	Closed
	Edinburgh South Phase 1	23	\$36,694.42	11/1/2016			\$33,722.81	Closed
	Edinburgh Phase 11	14	\$26,250.40	6/19/2018			\$23,984.14	Closed
	Edinburgh S. Phase 2 Gibson Spr	24	\$28,924.56	5/5/2020	12			Open
	Edinburgh S. Phase 3 Gibson Spr	19	\$38,378.10	10/15/2019			\$35,631.30	Closed
	Edinburgh Phase 12	13	\$12,752.16	7/23/2019				Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	47	41	\$111,538.58	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	22	20	\$44,680.99	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	46	45	\$70,722.51	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	9	6	\$16,883.63	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	43	41	\$66,603.46	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0		Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	\$8,203.18	Closed
Ken Bates	Chase Meadows Phase I (reim for 1)	15	\$39,418.91	07/15/08	Total of 68	56	\$31,518.06	Closed
	Chase Meadows Phase II (amt not paid)	87	(\$68,096.96)	08/19/08				Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	\$28,588.47	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	43	42	\$91,166.09	Closed
Gary Alexander	Riverbend Phase I	15	\$32,767.17	02/03/09	10	0	\$26,351.32	Closed
	Riverbend - Epcon Phase II (tabled 1/10/11)	9	(\$33,171.54)	02/01/11				Closed
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	\$30,938.04	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			\$3,799.14	Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	7	7	\$1,959.94	Closed
Vic Davis	The Summitt at Preston Park Ph. 3	20	\$79,327.82	12/03/13	5	3	\$70,967.77	Closed
	TOTAL	921	\$1,214,225.48		606	532	\$1,165,977.77	

Revised 0701/21



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-60-2022
 Work Session: March 7, 2022
 First Reading: March 8, 2022

Final Adoption: **April 5, 2022**
 Staff Work By: John Morris
 Presentation By: C. McCartt

Recommendation:

Approve the Ordinance

Executive Summary:

The General Fund is being increased by \$1,791,595.00. It covers an increase of \$38,249.00 to KEDB's Façade Program, \$87,782.00 to cover positions added to the Building and Codes Department earlier in the year, a \$146,500.00 increase in Electric Service, accepts a \$3,000.00 grant for Cultural Arts, \$200,000.00 for equipment and equipment rental for the Demolition Landfill, \$500,000.00 salary slippage used for Christmas bonuses, creates a \$250,000.00 contingency fund to cover fuel increases, and adds \$569,064.00 to the Future Appropriations line for pending future projects.

The Regional Sales Tax Fund is being increased by \$475,189.00, splitting \$100,000.00 to the Meadowview Fund and \$375,189.00 to the Aquatic Center Fund.

The Visitors Enhancement Fund is being increased by \$40,000.00 and that \$40,000.00 is being applied to the Aquatic Center Budget.

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: *aw*

	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 increasing various revenue and expense accounts to adjust the General Fund budget to actual. The total amount of the adjustment is \$1,791,595 and by accepting a Rolling Grant of \$3,000 from the TN Arts Commission.

SECTION II. That the Regional Sales Tax Fund be amended by increasing various revenue and expense accounts to adjust the fund budget to actual. The total amount of the adjustment is \$475,189.

SECTION III. That the Visitors Enhancement Fund be amended by increasing the Motel-Room Occupancy Tax line (135-0000-316.20-00) by \$40,000 and the To Meadowview line by \$40,000.

SECTION IV. That the Solid Waste Fund be amended by increasing the From General Fund Line by \$200,000 and by increasing the To Solid Waste Project Fund line (415-6996-696.76-03) by \$200,000.

Section V. That the Solid Waste Project Fund be amended by allocating \$200,000 received from the Solid Waste Fund to the Demo Landfill project (DL2201) in the amount of \$200,000.

SECTION VI. That the Aquatic Center Fund be amended by increasing the From Regional Sales Tax line by \$375,000 and the From Visitors Enhancement Fund line by \$40,000 and decreasing various other revenue lines \$415,000.

SECTION VII. That the Meadowview Fund be amended by increasing the From Regional Sales Tax line by \$100,000 and by decreasing various revenue lines by \$100,000 to adjust the fund budget to actual.

Account Number/Description:

General Fund: 110

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
110-0000-311.10-10 Commercial	11,027,400	194,257	11,221,657
110-0000-311.10-15 Industrial	2,548,700	(296,110)	2,252,590
110-0000-311.10-20 Farm	97,100	(6,036)	91,064
110-0000-311.10-25 Agriculture	52,500	1,241	53,741
110-0000-311.10-30 Residential	14,487,400	82,674	14,570,074
110-0000-311.10-40 Forestry	15,080	525	15,605
110-0000-311.20-10 Tan Commercial	8,326,720	884,753	9,211,473
110-0000-311.30-00 Public Utilities-SA	1,283,900	146,643	1,430,543

110-0000-311.40-00	Prior Years	600,000	26,292	626,292
110-0000-312.10-00	KHRA-PILOT	6,000	5,272	11,272
110-0000-312.60-00	KEDB-PILOT	1,500,000	499,108	1,999,108
110-0000-312.90-00	Other-PILOT	26,000	466	26,466
110-0000-314.10-00	Wholesale Beer Tax	1,240,000	47,790	1,287,790
110-0000-314.20-00	Wholesale Liquor Tax	550,000	108,261	658,261
110-0000-314.30-00	Beer Privilege Tax	14,700	3,102	17,802
110-0000-314.31-00	Beer Permit Applications	3,500	953	4,453
110-0000-315.10-00	Gross Receipts Tax	1,500,000	(144,408)	1,355,592
110-0000-315.30-00	New License Fee	4,800	1,350	6,150
110-0000-315.40-00	Minimal Activity License	1,000	(20)	980
110-0000-315.50-00	Transient Vendor License	0	600	600
110-0000-316.10-00	Cable TV Franchise	780,000	(39,228)	740,772
110-0000-316.15-00	AEP Franchise	3,950,000	140,670	4,090,670
110-0000-316.20-00	Motel-Room Occupancy Tax	1,200,000	41,039	1,241,039
110-0000-317.10-00	Property Tax P&I	250,000	48,383	298,383
110-0000-317.12-00	Publicity & Postage	7,000	603	7,603
110-0000-321.10-00	Contractor Licenses	20,000	(3,168)	16,832
110-0000-322.10-00	Building Permits	325,000	146,999	471,999
110-0000-322.20-00	Electrical Permits	40,000	7,921	47,921
110-0000-322.30-00	Natural Gas Permits	40,000	3,710	43,710
110-0000-322.40-00	Plumbing Permits	25,000	(4,480)	20,520
110-0000-332.10-00	Sales Tax	5,000,000	908,967	5,908,967
110-0000-332.12-00	Telecommunication Sale Tx	80,000	1,598	81,598
110-0000-332.13-00	Telecom Privilege	3,500	(1,048)	2,452
110-0000-332.14-00	Fantasy Sports Privilege	50,000	121	50,121
110-0000-332.15-00	Beer Tax	25,000	82	25,082
110-0000-332.20-00	Mix Drink Tax	250,000	73,314	323,314
110-0000-332.25-00	Street & Transport	101,700	(22)	101,678
110-0000-332.35-00	Supplement Fireman Salary	94,400	0	94,400
110-0000-332.40-00	Supplement Police Salary	82,400	0	82,400
110-0000-332.45-00	In-Lieu intangible Per PR	150,000	13,885	163,885
110-0000-332.50-00	TVA In-Leau of Tax	580,600	(5,851)	574,749
110-0000-332.52-00	TVA Impact Payment	177,775	9,569	187,344
110-0000-332.57-00	Direct Appropriation	607,194	0	607,194
110-0000-332.71-00	FTDD Area Agency on Aging	32,000	(16,924)	15,076
110-0000-333.05-00	Sales Tax-Hawkins	1,200,000	(68,025)	1,131,975
110-0000-333.10-00	Sales Tax-Sullivan	17,500,000	1,976,093	19,476,093
110-0000-333.15-00	Cont Bays Mtn Park	15,000	0	15,000
110-0000-333.20-00	Cont Fire Service	187,225	(1,245)	185,980
110-0000-333.35-00	Admin-Building	150,000	0	150,000
110-0000-337.12-28	HIDTA	5,000	11,145	16,145
110-0000-341.10-15	Summer Prog Activity Fee	10,000	(10,000)	0
110-0000-341.10-20	Allandale Rental	80,000	8,187	88,187
110-0000-341.10-50	Auditorium Receipts	45,000	(3,996)	41,004

110-0000-341.10-59	FunFest Softball Tourn.	5,000	(800)	4,200
110-0000-341.10-60	Concession Receipts	200,000	17,219	217,219
110-0000-341.10-61	Athletic Facility Rentals	40,000	11,835	51,835
110-0000-341.10-62	Athletic Programs	50,000	7,791	57,791
110-0000-341.10-63	Cultural Arts Prog	7,500	(1,828)	4,935
110-0000-341.10-64	Renaissance Set Up	8,000	(2,854)	5,146
110-0000-341.10-70	Renaissance	60,000	(10,336)	35,000
110-0000-341.10-80	Community Ctr Rent	20,000	13,124	15,500
110-0000-341.10-81	VO Dobbins Rent	182,200	7,782	189,982
110-0000-341.10-85	Comm Prog Events	40,000	4,299	44,299
110-0000-341.10-86	Lynn View Com Ctr	2,000	(196)	1,804
110-0000-341.10-88	Farmer's Market Building	15,000	6,250	4,300
110-0000-341.10-90	Other Rec Receipts	224	(6)	218
110-0000-341.10-95	Dog Park Fees	4,000	(179)	3,821
110-0000-341.10-96	Carousel Tickets	55,000	(17,619)	37,381
110-0000-341.10-97	Carousel Rentals	25,000	(6,715)	18,285
110-0000-341.10-98	Carousel Events	5,000	(3,450)	1,550
110-0000-341.20-10	Senior Center Dues	30,000	(5,678)	24,322
110-0000-341.20-20	Sr. Cen Trans Fees	5,000	(2,153)	2,847
110-0000-341.26-10	Ad. Ed. Class Fees	5,000	(1,623)	3,377
110-0000-341.30-10	BMP Entrance Fees	100,000	(20,866)	79,134
110-0000-341.30-15	BMP School Program Fees	20,000	(13,670)	6,330
110-0000-341.30-20	BMP Planetarium Fees	25,000	(7,128)	17,872
110-0000-341.30-40	BMP Barge Rides	10,000	375	10,375
110-0000-341.30-50	BMP Nature Show Fees	1,200	524	1,724
110-0000-341.30-60	BMP Mountain Bike Fees	500	(500)	0
110-0000-341.30-70	BMP Ropes Course Fees	25,000	(8,910)	16,090
110-0000-341.30-80	Park Tours	0	10	10
110-0000-341.30-90	BMP Primitive Camping Fees	75	15	90
110-0000-341.30-95	Facility Rental Fees	5,500	1,920	7,420
110-0000-341.60-87	FM Merchandise	1,000	1,354	2,354
110-0000-341.60-89	FM Booth Fees	15,000	(4,575)	10,425
110-0000-342.40-00	Sexual Offenders	8,000	0	8,000
110-0000-342.72-00	Driver's School	30,000	(3,250)	26,750
110-0000-342.73-00	Child Restraint Class	500	(500)	0
110-0000-342.85-20	Food Truck Inspection	2,500	(50)	2,450
110-0000-342.85-22	Food Truck Renewal	800	175	975
110-0000-342.85-25	Food Truck 3 Day Permit	500	(500)	0
110-0000-348.10-00	Business License Rec Fee	0	84	84
110-0000-348.21-00	Commercial Plans Review	10,000	6,299	16,299
110-0000-348.40-00	E-911 Charges	296,501	0	296,501
110-0000-348.40-10	E-911 Supplemental Pay	16,000	(800)	15,200
110-0000-348.68-00	Contracted Maint-State Rd	255,000	17,663	272,663
110-0000-348.80-00	Engineering Fees	500,000	(98,006)	401,994
110-0000-351.10-00	Sessions Court Fines	48,000	688	48,688
110-0000-351.20-00	Circuit Court Fines	20,000	(7,506)	12,494
110-0000-351.30-00	Police Court Fines	150,000	(38,738)	111,262
110-0000-351.30-65	Red Light Camera Fines	400,000	19,454	419,454
110-0000-351.31-00	Local Court Costs	200,000	(60,068)	139,932

110-0000-351.31-66	Red Light Court Costs	25,000	550	25,550
110-0000-351.32-00	Local Litigation Fee	6,500	(1,866)	4,634
110-0000-351.60-00	Drug Fines	20,000	(2,724)	17,276
110-0000-361.10-00	Earnings On Investments	30,000	(15,956)	14,044
110-0000-364.20-00	From Corporations	600,000	0	600,000
110-0000-364.20-10	KPT Lifesaving Crew	75,000	0	75,000
110-0000-364.30-00	From Non-Profits	125,000	(50,000)	75,000
110-0000-364.30-00	Land Sales	800,000	(800,000)	0
110-0000-368.15-00	Rental of Land & Building	28,800	11,058	39,858
110-0000-368.30-00	Return Check Charge	800	250	1050
110-0000-368.30-67	Red Light Cam Fines	200	130	330
110-0000-368.32-00	Vending Machine Revenue	0	3,883	3,883
110-0000-368.55-20	Police Copies	50	(46)	4
110-0000-368.55-40	Data on CDs	0	15	15
110-0000-368.77-00	Convenience Fee	3,550	3,325	6,875
110-0000-368.79-00	Tax Processing Fee	10,000	3,917	13,917
110-0000-368.81-10	Staubus v Endo Pharmacy	1,559,317	0	1,559,317
110-0000-368.99-00	Miscellaneous	110,000	26,723	136,723
110-0000-391.21-00	From School Fund	275,000	(85,000)	190,000
110-0000-392.10-00	Fund Balance Appropriations	1,783,955	(1,783,955)	0
110-0000-393.37-04	AC-Admin Fee	46,300	(2,586)	43,714
110-0000-393.42-04	Sewer-Admin Fee	610,000	(48,868)	561,132
110-0000-393.42-60	Sewer PILOT	838,000	0	838,000
110-0000-393.45-04	Water Admin Fee	968,000	(55,484)	912,516
110-0000-393.45-60	Water PILOT	653,000	0	653,000
110-0000-393.89-04	ST WA-Admin Fee	85,000	(5,140)	79,860
Totals:		87,902,066	1,791,595	89,643,686

Expenditures:

<u>Expenditures:</u>	\$	\$	\$
110-1005-405.80-78 KEDB Façade Program	61,751	38,249	100,000
110-2505-435.10-10 Salaries & Wages	357,620	62,778	420,398
110-2505-435.10-20 Social Security	27,360	5,011	32,371
110-2505-435.10-30 Group Health Insurance	71,180	14,447	85,627
110-2505-435.10-41 TCRS Retirement	64,870	159	65,029
110-2505-435.10-43 ICMA Retirement	2,970	4,959	7,929
110-2505-435.10-50 Life Insurance	720	121	841
110-2506-435.10-52 Long Term Disability Ins	680	52	732
110-2506-435.10-60 Workmen's Compensation	290	105	395
110-2506-435.10-61 Unemployment Insurance	210	150	360
110-4031-463.20-30 Electric Service	325,000	146,500	471,500
110-4505-471.20-20 Professional/Consultant	22,800	3,000	25,800
110-4804-481.70-22 To Solid Waste Mgmt Fund	2,000,000	200,000	2,200,000
110-4806-481.10-10 Salaries & Wages	(500,000)	500,000	0
110-4806-481.20-56 Repairs & Maint-Vehicles	0	250,000	250,000
110-4890-901.60-01 Future Appropriations	63,237	569,064	632,301
Totals:	8,786,262	1,791,595	10,580,857

Regional Sales Tax Fund: 130**Revenues:**

130-0000-313.11-00 Conference Center
 130-0000-361.10-00 Earnings on Investments

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
3,915,000	475,477	4,390,477
300	(288)	12
3,915,300	475,189	4,390,489

Expenditures:

130-4804-481.70-26 To Meadowview Fund
 130-4804-481.70-27 To Cattails @ Meadowview
 130-4804-481.70-39 To Aquatic Center Fund

Totals:

\$	\$	\$
1,950,000	100,000	2,050,000
165,300	0	165,300
1,800,000	375,189	2,175,189
3,915,300	475,189	4,390,489

Visitors Enhancement Fund: 135**Revenues:**

135-0000-316.20-00 Motel-Room Occupancy Tax

Totals:

<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$
400,000	40,000	440,000
400,000	40,000	440,000

Expenditures:

135-1015-405.20-20 Professional/Consultant
 135-1015-405.20-47 BMA Sponsored Meet/Events
 135-1015-405.30-20 Operating Supplies & Tools
 135-1015-405-80-15 KCVB (Tourism Council)
 135-1015-405.90-03 Improvements
 135-4804-481.70-39 To Aquatic Center Fund

Totals:

\$	\$	\$
59,905	0	59,905
13,095	0	13,095
37,000	0	37,000
30,000	0	30,000
100,000	0	100,000
160,000	40,000	200,000
400,000	40,000	440,000

Solid Waste Fund: 415**Revenues:**

415-0000-391.01-00 From General Fund

Totals:

\$	\$	\$
2,000,000	200,000	2,200,000
2,000,000	200,000	2,200,000

Expenditures:

415-6996-696.76-03 Solidwaste Project Fund

Totals:

200,000	200,000	400,000
200,000	200,000	400,000

Solid Waste Project Fund: 455**Demo Landfill (DL2201)****Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
455-0000-391.13-00 From Solid Waste Fund	0	200,000	200,000
Total:	0	200,000	200,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
455-0000-601.90-04 Equipment	0	200,000	200,000
Total:	0	200,000	200,000

Aquatic Center Fund: 419**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
419-0000-361.10-00 Earnings on Investments	8,000	(7,876)	124
419-0000-361.22-00 Int LGIP	100	(71)	29
419-0000-364.20-00 From Corporations	54,000	2,099	56,099
419-0000-368.32-00 Vending Machine Revenue	3,000	(1,252)	1,748
419-0000-378.19-10 YMCA Memberships	300,000	(106,857)	193,143
419-0000-378.19-20 Gate Receipts	440,000	702	440,702
419-0000-378.19-25 Annual Memberships	55,000	26,860	81,860
419-0000-378.19-30 Season Passes	45,000	15,514	60,514
419-0000-378.19-40 Rentals	130,000	(2,297)	127,703
419-0000-378.19-50 Program Events	120,000	(24,058)	95,942
419-0000-378.19-60 Concession Receipts	130,000	61,183	191,183
419-0000-378.19-75 YMCA Reimbursements	120,000	(13,105)	106,895
419-0000-378.19-99 Miscellaneous	3,000	1,195	4,195
419-0000-391.25-00 From Regional Sales Tax	1,800,000	375,000	2,175,000
419-0000-391.69-00 From Visitors Enhancement	160,000	40,000	200,000
419-0000-392.01-00 From Fund Balance	367,037	(367,037)	0
Totals:	3,735,137	0	3,735,137

Meadowview Conference Center Fund: 420**Revenues:**

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
	\$	\$	\$
420-0000-361.10-00 Earnings on Investments	100	(44)	56
420-0000-361.22-01 FF&E Sinking Fund	800	(650)	150
420-0000-361.22-05 Int LGIP Gen Obl	300	(189)	111
420-0000-375.60-01 Furn/Fixtures & Equipment	140,000	(140,000)	0
420-0000-375.60-02 Room Surcharge	130,000	40,883	170,883
420-0000-391.25-00 From Regional Sales Tax	1,950,000	100,000	2,050,000
Totals:	2,221,200	0	2,221,200

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING:

PASSED ON 2ND READING:



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funding from the Criminal Forfeiture Fund and the Drug Fund to Establish a Project for the Police Department and a Resolution to Authorize the Purchase of One Tactical Rescue Vehicle

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

Action Form No.: AF-65-2022
Work Session: March 7, 2022
First Reading: March 8, 2022

Final Adoption: **April 5, 2022**
Staff Work By: Commander Chambers
Presentation By: Chief Phipps

Recommendation:

Approve the Ordinance

Executive Summary:

The Criminal Forfeiture Fund was established for revenue generated from the seizure of assets from suspects by KPD where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS etc.) Conversely, the Drug Fund is established for exclusive KPD drug investigations. These funds can be used for law enforcement purposes only. Distinct guidelines are established for expenditures by the Department of Justice. The total amount requested to accomplish this project is \$300,000.00. This project meets established guidelines.

These monies will be allocated for the purchase of a tactical rescue vehicle which can be deployed in a situation that has reached a level of extreme danger for officers and/or citizens. The vehicle is designed to protect officers from known high-risk situations where a suspect has demonstrated a propensity for a violent encounter. The vehicle, being ballistic rated, makes a potentially lethal confrontation safer for officers approaching the situation and could be utilized regionally under the mutual aid agreement for neighboring communities.

The committee recommends awarding the purchase of this tactical rescue vehicle to International Armored Group, US, Inc. in the amount of \$289,354.00 via GSA contract # 47QSWA18D009L. The General Services Administration is an independent agency of the U.S. government established in 1949 to help manage and support the basic functioning of federal agencies. Specific categories of items on GSA contracts are made available to local governments for purchase through their cooperative purchasing program. Items available for purchase include IT, security and law enforcement products.

Attachments:

1. 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*

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

AN ORDINANCE TO AMEND THE 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 Criminal Forfeiture Fund be amended by appropriating \$200,000 from Fund Balance to transfer to the General Project Fund.

SECTION II. That the Drug Fund be amended by appropriating \$100,000 from Fund Balance to transfer to the General Project Fund.

SECTION III. That the General Projects Fund be amended by accepting \$200,000 from the Criminal Forfeiture Fund and \$100,000 from the Drug Fund to create the Armored Vehicle project (GP2210).

Account Number/Description:

Criminal Forfeiture Fund: 126

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
126-0000-351.70-16 Federal IRS Code CBP	6,000	0	6,000
126-0000-392.01-00 Fund Bal Appropriations	0	200,000	200,000
Totals:	6,000	200,000	206,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
126-3021-442.40-47 Special Investigations	6,000	0	6,000
126-4804-481.70-36 To General Project Fund	0	200,000	200,000
Totals:	6,000	200,000	206,000

Drug Fund: 127

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
127-0000-333.45-00 Judicial Dist Drug Funds	1,400	0	1,400
127-0000-351.60-00 Drug Fines	35,000	0	35,000
127-0000-351.70-30 Forfeited Assets Local	120,700	0	120,700
127-0000-392.01-00 Fund Bal Appropriations	0	100,000	100,000
Totals:	157,100	100,000	257,100

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
\$	\$	\$	\$
127-3020-442.10-10 Salaries & Wages	10,000	0	10,000
127-3020-442.20-20 Professional/Consultant	9,800	0	9,800
127-3020-442.20-40 Travel Expense	3,800	0	3,800
127-3020-442.20-41 Registration Fees/Tuition	1,000	0	1,000
127-3020-442.30-20 Operating Supplies & Tools	25,000	0	25,000
127-3020-442.40-46 Drug Investigations	45,000	0	45,000
127-3020-442.90-06 Purchases \$5,000 & Over	50,000	0	50,000
127-3032-443.30-20 Operating Supplies & Tool	12,500	0	12,500
127-4804-481.70-36 To General Project Fund	0	100,000	100,000
Totals:	157,100	100,000	257,100

General Project Fund: 311
Armored Vehicle (GP2210)

Revenues:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
311-0000-391.72-00 From Drug Fund	\$ 0	\$ 100,000	\$ 100,000
311-0000-391.74-00 From Criminal Forfeiture	0	200,000	200,000
<i>Totals:</i>	0	300,000	300,000

Expenditures:

	<u>Budget</u>	<u>Incr/(Decr)</u>	<u>New Budget</u>
311-0000-601.90-04 Equipment	\$ 0	\$ 300,000	\$ 300,000
<i>Totals:</i>	0	300,000	300,000

SECTION IV. 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:

ANGIE 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 Resolution to Awarding the Bid to Frizzel Construction for the Replacement of Sewer Lift Stations #108 Oak Glen Drive, #307 Lakeside Drive) and #308 Cooks Valley Road and a Budget Ordinance to Transfer Funds

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

Action Form No.: AF-63-2022
 Work Session: March 7, 2022
 First Reading: March 8, 2022

Final Adoption: **April 5, 2022**
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the Ordinance

Executive Summary:

Bids were received on February 8, 2022 for the replacement of sewer lift stations #108, #307 and #308. LDA Engineering and city staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Frizzel Construction in the amount of \$1,305,000.00. Engineer's estimate was \$1,695,000.00.

Replacement of aging sewer facilities is necessary to ensure compliance with federal and state regulations. These facilities have provided 30 years of service and have exceeded their useful life.

This project was approved and funded in the capital improvements plan. However, a budget ordinance is needed to reallocate funds to the appropriate project account. A budget ordinance is requested to transfer \$102,000.00 from SW1603 to SW2005 Sewer Lift Station Improvements.

Attachments:

1. Budget Ordinance

Funding source appropriate and funds are available: *Jan*

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

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

ORDINANCE NO. _____

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

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

Section I. That the Sewer Project Fund be amended by transferring \$102,000 from the Lift Station Telemetry project (SW1603) to the System Improvements SLS project (SW2005).

Account Number/Description:

Sewer Project Fund: 452

Lift Station Telemetry (SW1603)

Revenues:

	\$	\$	\$	
452-0000-391.05-47 Series 2017 B GO Bonds	2,100,000		0	2,100,000
452-0000-391.42-00 From Sewer Fund	648,802		(102,000)	546,802
Totals:	2,748,802		(102,000)	2,646,802

Expenditures:

	\$	\$	\$	
452-0000-606.20-22 Construction Contracts	2,297,167		(102,000)	2,195,167
452-0000-606.20-23 Arch/Eng/Landscaping	446,828		0	446,828
452-0000-606.90-06 Purchases \$5,000 & Over	4,807		0	4,807
Totals:	2,748,802		(102,000)	2,646,802

System Improvements SLS (SW2005)

Revenues:

	\$	\$	\$	
452-0000-391.05-40 2015 A (OCT) GP PUB IMP	310,429		0	310,429
452-0000-391.05-45 Series 2016 GO (Nov 4)	23,812		0	23,812
452-0000-391.05-47 Series 2017 B GO Bonds	706,000		0	706,000
452-0000-391.05-56 Series 2019 GO Improvment	444,800		0	444,800
452-0000-391.42-00 From Sewer Fund	0		102,000	102,000
Totals:	1,485,041		102,000	1,587,041

Expenditures:

	\$	\$	\$	
452-0000-606.20-22 Construction Contracts	0		1,367,081	1,367,081
452-0000-606.20-23 Arch/Eng/Landscaping Serv	135,000		0	135,000
452-0000-606.90-01 Land	8,000		0	8,000
452-0000-606.90-03 Improvements	1,342,041		(1,265,081)	76,960
Totals:	1,485,041		102,000	1,587,041

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

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Contract to Engage the Firm of Brown, Edwards, and Company, LLP to Audit the Financial Statements of the City of Kingsport for the Fiscal Year Ending June 30, 2022 with Expected Annual Renewals For Fiscal Years 2023 and 2024

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

Action Form No.: AF-78-2022
Work Session: April 4, 2022
First Reading: N/A

Final Adoption: April 5, 2022
Staff Work By: Lisa Winkle
Presentation By: L. Winkle

Recommendation:

Approve the resolution.

Executive Summary:

City staff has worked well with the staff from Brown Edwards and wishes to extend our audit contract with them. A three year proposal was received from Brown Edwards to provide audit services for the years ending June 30, 2022, 2023 and 2024. The maximum total fees for the audits will be \$167,400.00; \$173,200.00; and \$179,300.00 respectively. These fees represent a 5% increase for FY2022 followed by 3.5% increase for FY2023 and FY2024.

Pursuant to the terms of the agreement Brown, Edwards and Company will audit the financial statements of the City of Kingsport including governmental activities, business-type activities, each major fund, and aggregate remaining funds. Additionally Brown Edwards will audit the Industrial Development Board of the City of Kingsport and Kingsport City School Activity Funds.

In addition to the Charter requirements, the contract with Brown Edwards must be in a form approved by the Comptroller of the Treasury of the State of Tennessee. A new contract must be signed with the state each year. Either party may dissolve the relationship before the annual contract is signed. School staff was consulted and agrees with the recommendation.

Attachments:

1. Resolution
2. Price Proposal from Brown Edwards

Funding source is from 2021 auditing account in various funds in the annual budget: *Jm*

The money required for such contract, agreement, obligation or expenditure is in the treasury or safely assured 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 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

WHEREAS, the city has worked with Brown, Edwards and Company, LLP which for many years has provided auditing services to the city; and

WHEREAS, Brown, Edwards and Company has in the past audited the financial statements of the city, including governmental activities, business-type activities, each major fund, and aggregate remaining funds; and

WHEREAS, the city would like to extend the contract with Brown, Edwards and Company, LLP for the fiscal year ending June 30, 2022, with yearly renewal options for 2023 and 2024; and

WHEREAS, the extended contract will also include audits of the Industrial Development Board of the City of Kingsport and Kingsport City School Activity Funds; and

WHEREAS, the maximum total fees for the audits will be \$167,400 for year 2022; \$173,200, for year 2023; and \$179,300, for year 2024, with a total for the 3 years of \$519,900.00; and

WHEREAS, the cost of the annual services is available from the 2021 auditing account in various funds in the annual budget.

Now therefore,

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

SECTION I. That an agreement with Brown, Edwards and Company, LLP, extending the auditing services through June 30, 2022, with the option to renew for fiscal years 2023 and 2024, 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, and in a form approved by the Comptroller of the Treasury, State of Tennessee, the agreement with Brown, Edwards and Company, LLP and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the 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 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



FINANCIAL AND COMPLIANCE AUDIT SERVICES PRICE PROPOSAL

March 7, 2022

Honorable Mayor and Board of Aldermen
City of Kingsport, Tennessee
Kingsport, Tennessee 37660

We are submitting this Financial and Compliance Audit Services Price Proposal for professional auditing services for the City of Kingsport, including the Industrial Development Board, and the City of Kingsport Internal School Funds for the years ended June 30, 2022, June 30, 2023 and, June 30, 2024. The total all-inclusive maximum prices quoted below have been apportioned as follows:

Year Ending June 30, 2022

City of Kingsport	\$137,000
City of Kingsport Internal School Funds	<u>30,400</u>
Grand Total	<u>\$167,400</u>

Year Ending June 30, 2023

City of Kingsport	\$141,700
City of Kingsport Internal School Funds	<u>31,500</u>
Grand Total	<u>\$173,200</u>

Year Ending June 30, 2024

City of Kingsport	\$146,300
City of Kingsport Internal School Funds	<u>33,000</u>
Grand Total	<u>\$179,300</u>

It is understood that the above prices are maximum prices, and that the entities listed above will pay less if the actual hours incurred and actual reimbursable costs are less than those prices.

It is also understood that if there are any additional services requested by the City, that an addendum to the contract will be prepared and the services will be performed at the same rates set forth in the schedule of fees and expenses included in this proposal. Progress billings will be submitted monthly and schedules of hours of work completed on each of the four entities above will be attached to the billings.

Your Success is Our Focus

433 E. Center Street, Suite 101 • Kingsport, TN 37660 • 423-246-6104 • Fax: 423-378-4109 • www.BECpas.com

City of Kingsport, Tennessee

March 7, 2022

Page 2

We hereby certify that the individual signing this proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Kingsport, Tennessee.

We appreciate the opportunity to submit this proposal. If you have any questions or need additional information, please contact us at (423) 246-6104.

Very truly yours,

BROWN, EDWARDS & COMPANY, LLP

A handwritten signature in dark ink, appearing to read "Billy Robinson". The signature is fluid and cursive, with the first name "Billy" written in a larger, more prominent script than the last name "Robinson".

Billy R. Robinson, Partner



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Purchase of One 35 Ton Lowboy Trailer Utilizing Sourcwell Cooperative Purchasing Agreement

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

Action Form No.: AF-77-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds / S. Leonard

Recommendation:

Approve the Resolution

Executive Summary:

It is the recommendation of the committee to purchase One (1) 35 Ton Lowboy Trailer from Globe Trailer Mfg, Inc. utilizing Sourcwell Cooperative Purchasing Agreement #121918-GLB for use by Sewer Maintenance Department. The delivery from the dealership to the agency is included in the price of \$72,407.37

With Sourcwell, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Sourcwell 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 & Sourcwell Cooperative Contract.

This unit is a fleet replacement.

Funding is identified in Project/Account # 51150085019010

Attachments:

1. Resolution
2. Recommendation Memo
3. Quote
4. Sourcwell Cooperative Contract

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: *SW*

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

RESOLUTION NO. _____

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

WHEREAS, staff recommends the purchase of one (1) 35 ton lowboy trailer from Globe Trailer Manufacturing, Inc., utilizing Sourcewell Cooperative Purchasing Agreement # 121918-GLB, for use by the Public Works 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 equipment; and

WHEREAS, in order to purchase the equipment, a purchase order needs to be issued to Globe Trailer Manufacturing, Inc., in the amount of \$72,407.37; and

WHEREAS, funding for this equipment is available in account # 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 Globe Trailer Manufacturing, Inc., for one (1) 35 ton lowboy trailer utilizing Sourcewell Cooperative Purchasing Agreement # 121918-GLB, for use by the Public Works Department in the amount of \$72,407.37.

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 5th day of April, 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: March 18, 2022
Re: Fleet Replacement of 1141 Purchase Recommendation

It is the recommendation of this office to purchase the Fleet Replacement for Sewer Maintenance unit 1141 utilizing the Sourcewell Cooperative pricing of \$72,407.37. 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 # 121918-GLB 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	Globe Lowboy 35 TON Trailer	Globe Trailer Mfg.	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 Greg Willis and Adam Williams 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: 121918-GLB

Replacement

1141 Rogers Trailer VIN# 1RBH42204PAR21751

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

Thank you.

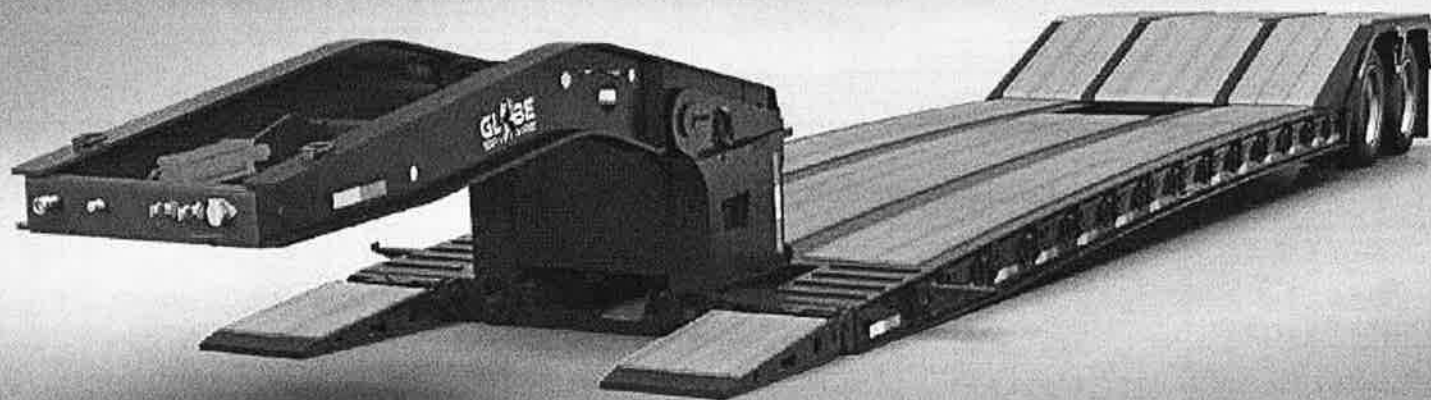


GSA

GSA Contract
GS-30F-0027R



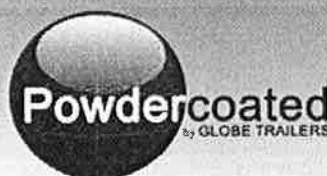
LOWBOY, 35 TON
35LB501086



PRD: 00501086 A.1



LOWBOY, 35 TON
2 AXLE, DETACHABLE NON GROUND BEARING,
MAXIMUM PAYLOAD 70,000 LBS



Government Quote Form



Date: Mar 17, 2022
Quote #: JM031722-1BN

Solicitation Number City of Kingsport

Globe Trailer Mfg., Inc. has provided in this proposal the following information:

(Check all that apply)

- ☒ Pricing ☐ Delivery Schedule ☐ Technical Requirements/Specifications
☐ Statements of Capabilities ☐ ORCA Registration ☐ Other

Supplier Information

Company Name: Globe Trailer Mfg, Inc.

Address: 3101 59th Ave. Dr. E.

City, State, Zip: Bradenton, FL 34203

Phone: 941-753-2199 x 200

Fax: 941-755-7604

☒ Manufacturers Location Same as above

Contract#: Sourcewell-121918-GLB

FEID #: 20-0467977

Cage Code: 30DZ6 DUNS#: 077295355

Email: Jason@GlobeTrailers.com

Contact Person: Jason Mercer

☒ Origin Inspection Location Same as above

Customer Information

Agency Name: City of Kingsport TN

Address: 415 Broad St

City, State, Zip: Kingsport, TN 37660

Contact Person: Steve Leonard

Phone: 423-224-2434

Fax:

Email: SteveLeonard@KingsportTN.Gov

Attached Documents List:

Description
Quote
Spec Sheet
Warranty Paperwork

Government Quote Form

Quote #: JM031722-1BN



Exceptions:

Pricing:

Qty.	UOM	Unit Price	Amount	Description
1	EA	\$54,609.87	\$54,609.87	GTBN35-GG
1	EA	\$1,280.13	\$1,280.13	54" Axle Spacing (49" STD)
1	Set	\$437.70	\$437.70	Apitong Filled Flip Ramps
1	EA	\$1,228.92	\$1,228.92	Overall Height of Trailer Loadwell to Go From 24" to 22"
13	FT	\$73.74	\$958.62	Apitong Covered Rear Deck
25	FT	\$61.45	\$1,536.25	Apitong Covered Main Deck
1	EA	\$2,918.69	\$2,918.69	13 Hp Honda Gas Motor
1	EA	\$340.43	\$340.43	Pony Motor Cover
1	EA	\$147.00	\$147.00	Hydraulic Pressure Gauge for Pony Motor
1	EA	\$0.00	\$0.00	Traffic Orange Powder Coat RAL 2009 N/C
10	Percent	\$634.58	\$6,345.76	Temporary Steel Surcharge
775	MI	\$3.36	\$2,604.00	Shipping
FET Tax (Conus)				
Shipping Cost (Conus)				
Total Price (Conus)			\$72,407.37	
Qty:	Total Qty Price (Conus)		\$0.00	

Government Quote Form

Quote #: JM031722-1BN



Delivery Schedule:

Lead Time for Deliveries are all ARO (After Receipt of Order)

1. Initial Production Trailer: December '22
2. Full Production Lead Times:
3. Final Delivery of All Units:

Trailers are FOB Kingsport, TN with inspection at Origin and acceptance at Origin

Trailers will be shipped by: Power Only Truck

DCMA Shipping Responsibility

(Check all that apply)

☐ MSL Labels ☐ RFID Tags ☐ GBL/TCMD Data

Special Terms & Conditions:

Qty.	Location

Qty.	Location

FORM E**CONTRACT ACCEPTANCE AND AWARD**

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

Sourcewell Contract #: 121918-GLB

Proposer's full legal name: Globe Trailer Manufacturing, Inc.

Based on Sourcewell'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 Sourcewell.

The effective date of the Contract will be February 11, 2019 and will expire on February 11, 2023 (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 Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COFD2A139D06489

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-GLB

Vendor Authorized Signatures:

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

Vendor Name GLOBE TRAILER MANUFACTURING INC.

Authorized Signatory's Title DIRECTOR GOVERNMENT & MILITARY SALES

Jeffrey Coomber
VENDOR AUTHORIZED SIGNATURE

JEFFREY COOMBER
(NAME PRINTED OR TYPED)

Executed on FEB, 8, 2019

Sourcewell Contract # 121918-GLB



AGENDA ACTION FORM

Consideration of a Resolution Authorizing Purchase Orders for Janitorial & Maintenance, Repair and Operations Supplies/Equipment for Fiscal Year 2023

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

Action Form No.: AF-80-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

In June of 2015, following a thorough evaluation of City and Schools janitorial needs, the Janitorial Services Committee recommended and the BMA approved to enter into an agreement with The Home Depot Pro to make them our primary custodial supplies & equipment vendor for FY16. City and Schools staff are recommending to extend the award to purchase janitorial and MRO supplies and equipment from The Home Depot Pro for FY23 as well. The estimated annual cost for janitorial & MRO items is \$350,000. This past year we received a rebate in the amount of \$5,541.91 from the partnership plus agreement.

Products purchased from The Home Depot Pro's catalogs will be consistent with the U.S. Communities Contract for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services – Contract #16154. The City of Kingsport has participated in the U.S. Communities cooperative since 2005. U.S. Communities along with National IPA are now known as Omnia Partners. The BMA approved entering into an agreement with Omnia Partners via action form in April of 2019.

With Omnia Partners, agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from Omnia Partners 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.

Funding is identified in various City and Schools accounts.

Attachments:

1. Resolution
2. Recommendation Memo

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	—	—	—
Olterman	—	—	—
Phillips	—	—	—
Shull	—	—	—

RESOLUTION NO. _____

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;

WHEREAS, the city would like to continue to acquire janitorial, maintenance, repair, and operations supplies and/or equipment from Home Depot PRO in accordance with the needs of the city and schools for the fiscal year 2023; and

WHEREAS, previously the city has acquired such items from Home Depot PRO pursuant to Omnia Partners contract #16154; and

WHEREAS, the city is a member of Omnia Partners, a cooperative purchasing group network that allows the city to purchase goods and services directly from holders of contracts with the network without conducting the bidding process, as authorized by T.C.A. Section 12-3-1205; and

WHEREAS, the estimated annual cost for janitorial supplies would be in an amount not to exceed \$350,000.00; and

WHEREAS, funding is available in various city and school accounts.

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 blanket purchase orders to The Home Depot Pro for various janitorial supplies in an amount not to exceed \$350,000.00 for schools and city departments in Fiscal Year 2023.

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 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

To: Nikisha Eichmann
From: Salyer, Randy
Date: 3/16/22
Re: Janitorial Recommendation

Comments: Nikisha

I recommend that we stay with Home Depot Pro for janitorial supplies for FY23. I am pleased with the products we are receiving and in my opinion; the pricing under the Omnia contract is very good. I also can count on their delivery being here on time and not having to wait on orders. Their website makes it very easy to find what we need, get pricing, and look up past and present orders.

Thank You

Randy Salyer

Facility Maintenance Supervisor

City of Kingsport



David Sewell
Supervisor of Maintenance
& Custodial Services

1000 Popular Street
Kingsport, TN 37660

p: (423) 378.2196
dsewell@k12k.com
www.k12k.com

March 18, 2022

Brent Morelock, Procurement Manager
City of Kingsport
Purchasing Department
415 Broad Street
Kingsport, TN 37660

RE: Recommendation to Renew Home Depot Pro Agreement

As the Supervisor of Maintenance & Custodial Services, it is my recommendation that the City of Kingsport renew their contract with Home Depot Pro so that Kingsport City Schools Maintenance Department may continue to purchase janitorial supplies and equipment as needed.

I am very happy with their service and pricing and the programs that we have established to make the ordering and delivery process efficient for our schools. The support that we receive is exceptional. With the current ordering set up, we are able to track orders, keep our budget current with each order and view our order history. All of this helps in our planning while controlling cost.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Sewell", is written over the printed name.

David Sewell
Supervisor of Maintenance
& Custodial Services
Kingsport City Schools

Inspire. Cultivate. Impact

Facebook: KptSchools
Twitter: @KCS_District

WWW.K12K.COM



AGENDA ACTION FORM

Consideration of a Resolution Awarding a Blanket Order for the Purchase of Turnout Gear from Safe Industries

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

Action Form No.: AF-68-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Committee
 Presentation By: Chief Boyd

Recommendation:

Approve the Resolution

Executive Summary:

Proposals were opened on February 23, 2022 for the purchase of turnout gear to be used by the Fire Department. It is the recommendation of the committee to award the proposal for the purchase of the turnout gear to Safe Industries. The department anticipates purchasing no more than 40 complete sets of turnout gear the cost for which should not exceed \$109,000.00.

Standardization of turnout gear is very important to the Fire Department for safety and training purposes. Therefore the department requests that a blank order be awarded for all turnout gear purchases from this point forward. These purchases will be made on an as needed basis and only if sufficient funding is in place in the Fire Department clothing and uniforms line item for future fiscal years.

Funding is identified in account number 111-0000-601-9004 NC2216

Attachments:

1. Resolution
2. Minutes From Proposal Opening

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: *ju*

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

RESOLUTION NO. _____

A RESOLUTION AWARDDING THE PROPSOAL 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 KINGSPORT FIRE
DEPARTMENT

WHEREAS, proposals were opened February 23, 2022, for the purchase of turnout gear to be used by the Fire Department; and

WHEREAS, upon review of the proposals and consideration of the recommendation by city staff, the board finds Safe Industries is the lowest responsible compliant respondent 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 no more than 40 complete sets of turnout gear from Safe Industries, in an amount not to exceed \$109,000.00 during the current fiscal year; and

WHEREAS, in order to maintain a consistent standard for turnout gear city staff recommends that a blank order be executed for future purchases of turnout gear on an as needed basis so long as sufficient funding is available in the Fire Department clothing and uniforms line item; and

WHEREAS, for the current fiscal year funding is identified in account number 111-0000-601-9004, NC2216.

Now therefore,

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

SECTION I. That the proposal for the purchase of no more than 40 complete sets of turnout gear in the current fiscal year the cost for which should not exceed \$109,000.00, is awarded to Safe Industries, and the city manager is authorized to execute a blanket order for same.

SECTION II. That a blanket order be executed for the purchase of turnout gear from Safe Industries for future purchases of turnout gear on an as needed basis so long as funding is available in the Fire Department's budget.

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 5th 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
February 23, 2022
4:00 P.M.

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

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

The Procurement Manager opened with the following bids:

FIRE TURNOUT GEAR
Vendor:
Safe Industries
NAFECO

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



AGENDA ACTION FORM

Consideration of a Resolution to Amend an Agreement for Architectural Services for the Justice Center Master Planning

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

Action Form No.: AF-69-2022
 Work Session: April 4, 2022
 First Reading: NA

Final Adoption: April 5, 2022
 Staff Work By: Ryan McReynolds
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

In October 2018, the City entered into an agreement with Cain Rash West (CRW) for architectural services for consolidation and security improvements at the Justice Center (AF-230-2018). The initial Justice Center Master Planning scope of work has since been re-evaluated to reflect the project's goals and the scope of the City's requirements.

It is recommended to amend the agreement with CRW to finalize the revised schematic design. The re-evaluated scope of work will include an increased expanded area of the two-level building; and new finishes, acoustical ceiling tile, lighting, and communications upgrades for the remainder of the 2nd floor. Also included is a secure jail discharge area, a passenger elevator for the 1st floor; and a full redevelopment of the adjacent parking areas with the former Kingsport City Hall building to remain.

CRW also proposes to provide the following services for this project: develop project documents for bidding, permitting and construction; assist with bidding; provide construction administration services throughout the project and cost estimates at the end of each design phase.

Therefore, it is requested to amend the agreement with CRW in the amount of \$409,783.20 for the re-evaluated scope of work for this project. Funding is available and identified in GP2205.

Attachments:

1. Resolution
2. Proposal

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: *ew*

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

RESOLUTION NO. _____

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

WHEREAS, in 2018, the board approved Resolution No. 2019-056 which authorized an agreement with Cain Rash West (CRW) for architectural services for consolidation and security improvements at the Justice Center; and

WHEREAS, the initial Justice Center Master Planning scope of work has since been re-evaluated to reflect the project's goals and the scope of requirements; and

WHEREAS, an amendment to the agreement with CRW will finalize the revised schematic design, to include an increase in the expanded area of the two-level building, new finishes, acoustical ceiling tile, lighting, and communications upgrades for the remainder of the 2nd floor, also included is a secure jail discharge area, a passenger elevator for the 1st floor; and a full redevelopment of the adjacent parking areas with the former Kingsport City Hall building to remain; and

WHEREAS, the amendment to the agreement with CRW will also provide for the development of project documents for bidding, permitting and construction; secure CRW's assistance with bidding; provide construction administration services throughout the project and cost estimates at the end of each design phase; and

WHEREAS, staff recommends amending the agreement with CRW in the amount of \$409,783.20 for the re-evaluated scope of work for this project, and funding is available and identified in GP2205.

Now therefore,

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

SECTION I. SECTION I. That an amendment to the Professional Services Agreement with Cain Rash West for architectural services for consolidation and security improvements at the Justice Center is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an amendment to the Professional Services Agreement with Cain Rash West, for architectural services for consolidation and security improvements at the Justice Center, to deliver the amendment 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 amendment and this resolution.

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

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

ADOPTED this the 5th day of April, 2021.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

February 21, 2022

Mr. Ryan McReynolds
City of Kingsport, TN
415 Broad Street
Kingsport, TN 37660

Re: Additional Architectural Services for 200 Shelby Street, Kingsport, TN – Kingsport Justice Center -
Addendum to P.O. V00556

Dear Mr. McReynolds,

Thank you for the opportunity to provide an updated fee proposal for additional architectural design services for the City of Kingsport. This proposal is to amend the current fee for the Kingsport Justice Center Master Planning scope of work. We understand the project scope to be based on our in-person meetings with you and other end users within the Justice Center, along with the previously completed schematic documents. The project has gone through multiple master planning phases and has seen a substantial increase in the project scope. The working drawings for the Phase I Expansion were previously at 35% completion, prior to pausing and reassessing the project's goals and scope requirements. At this point we are prepared to finalize the revised schematics and proceed into Design Development, pending approval of the revised fee.

Our Scope of Work Includes the Following:

- Project Scope of Work to include a new two-level expansion of the existing Justice Center. The area of expansion has increased to approximately 20,500 SF from the original 9,722 SF. Project scope also includes a full renovation of adjacent spaces serving the Sullivan County Circuit Courts, this area has only seen a minor increase from 4,861 SF to 5,075 SF.
- Project Scope of Work has also been revised to include new finishes, acoustical ceiling tile, lighting, and communications upgrades for the remainder of the 2nd Floor. This existing 21,520 SF of space was originally intended to remain as existing.
- A secure jail discharge area and passenger elevator has been added to the scope of work for the 1st Floor. These areas were previously to remain as existing and add an additional 850 SF to the scope of work.
- The Project Site's Scope of Work now includes a full redevelopment of the adjacent parking areas with the former Kingsport City Hall building to remain. Site redevelopment efforts include revised storm water, deep foundation system to support building expansion, redesign of existing parking areas to create secure and accessible parking, accessible paths into building entrances, and landscaping.

Deliverables from Architectural and Engineering Services to include:

- Working drawings including Architectural, Civil, Structural, Mechanical, Electrical, Plumbing, and Fire Protection. These drawings will be suitable for bidding and construction and follow all applicable codes and standards.
- A construction budget for the renovated facility prepared by our internal construction estimators at the end of each design phase (Schematic Design, Design Development, Construction Documents).
- Visual aids as required for project to include, renderings, orthographic drawings, finish boards, physical finish samples, 3D models.

Exclusions and Assumptions:

- We assume that CRW will have access to all required areas of the project site, as available and coordinated through City of Kingsport staff.
- City shall have Contractor work areas free of furniture and any other Owner items, prior to construction activities commencing.
- City shall furnish keyways in new contractor provided hardware.
- Full hazardous materials survey shall be provided by owner for areas of demolition & renovation.
- Full geotechnical report will be provided by Owner for areas of building expansion.

CRW's Additional Fee:

Fees for Master Planning Phase I & II	= \$88,000.00
Original Amount for Working Drawings	= \$118,692.00
<hr/>	
Current Cost Estimate for Project Scope	= \$8,807,920.00
<i>A&E Design Fee of 6% of Estimated Cost</i>	<i>= \$ 528,475.20</i>
<hr/>	
Additional Fee required for new Project Scope	= \$409,783.20
<i>Revised A&E Fee, including \$118,692 from Initial Fee</i>	<i>= \$528,475.20</i>
<hr/>	
Total Project Fee (including all master planning & design)	= \$616,475.20

We are already in the process of re-engaging with our engineers and consultants. Finalization of the Schematic Design phase of work shall begin immediately after receiving the executed agreement from City Purchasing. Billing will occur monthly. The Owner has the right to terminate the agreement at any time but will pay for services rendered. Feel free to contact me with any questions at 423.349.7760.

Best regards,



Clinton D. Roberts, AIA, NCARB
Cain Rash West Architects



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Purchase of Property Located at 300 East Industry Drive

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

Action Form No.: AF-76-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: R. Trent / T. Elsea
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

The Public Works Department has requested an acquisition of property located at 300 East Industry Drive, Kingsport, Sullivan County, Tennessee for the future construction of a sanitation and recycling convenience center. An appraisal of the property to be acquired was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures. This appraisal estimated the value of the property to be \$60,000.00. The owner of the property, Andy Kerney, is willing to sell the property to the city for the amount of \$75,000.00. The purchase of the property is conditional upon the results of a Phase I Environmental Site Assessment. A copy of the Purchase Agreement is contained in the attached resolution.

This project will be funded under #GP2207.

Attachment:

1. Resolution
2. Property Location Map

Funding source appropriate and funds are available: *cm*

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

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

RESOLUTION NO. _____

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

WHEREAS, the city desires to relocate its sanitation and recycling convenience center along Industry Drive; and

WHEREAS, Andy Kerney, the owner of property located at 300 East Industry Drive, is willing to sell the property to the city for the construction of a sanitation and recycling convenience center; and

WHEREAS, the city caused an appraisal of the property to be performed which estimated the value of the property at \$60,000.00; and

WHEREAS, the owner of the property has countered with a purchase price of \$75,000.00; and

WHEREAS, it is in the best interest of and a benefit to the city to accept the purchase price of \$75,000.00 in order to avoid the uncertainties of and devotion of resources necessary to acquire the property through adversarial proceedings.

Now therefore,

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

SECTION I. Upon consideration of the fair market value of the property and other pertinent factors, an offer of \$75,000.00 is approved for the purchase of 300 East Industry Drive, subject to such conditions as set out in the Agreement of Sale set out below for construction of a sanitation and recycling convenience center.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Agreement of Sale for property identified as 300 East Industry Drive, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

AGREEMENT

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

WITNESSETH:

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

1. SALE. Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement that real property situate, lying and located at 300 East Industry Drive, Kingsport, Tennessee and being further identified as tax map 061A; control map 046P, group F, parcel 010.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditaments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) Amount. The purchase price to be paid by Buyer to Seller for the Real Property shall be Seventy Five Thousand and No/100 Dollars (\$75,000.00)

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

3. CLOSING. The closing shall occur on or before May 15, 2022, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

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

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

6. DEED AND TITLE.

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

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

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

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

9. CONDITIONS PRECEDENT.

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

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

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

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

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

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

SELLER:	Andy Kerney	BUYER:	City of Kingsport, Tennessee
	P. O. Box 161		415 Broad Street
	Blaine, TN 37709		Kingsport, TN 37660

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

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

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

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

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

14. RISK OF LOSS. The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

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

16. MERGER CLAUSE. All understandings and agreements heretofore had between the parties

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

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

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

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

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

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

22. FURTHER ACTS. Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

BEGINNING at an iron pin in the easterly right of way line of Industry Drive, said iron pin marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, leaving said point of BEGINNING and running N 36° 46' 42" W 200.38 feet to an iron pin in the southerly line of a gravel road; thence, with said line N 49° 22' 30" E 226.90 feet to a point on concrete monument marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, S 40° 38' 00" E 199.56 feet to a metal post in concrete monument; thence, S 49° 17' 15" W 240.37 feet to the point of BEGINNING, containing 1.0701 acres (more or less), as shown on Plat No. 97-77, dated July 23, 1997, prepared by J. L. Zeh, Certified Land Surveyor, a copy of which plat is attached to the Deed of record in Deed Book 1260C, Page 274, Register's Office for Sullivan County, Tennessee. LESS that certain 0.07 acre parcel of land conveyed to the City of Kingsport by deed dated September 8, 1954, recorded in Sullivan County Deed Book 154A, Page 175. BEING the same property conveyed to Bella Properties, LLC by Deed of record in Book 3382, Page 1622 in said Register's Office. Tax Map 061A; Group F, Parcel 10.00

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

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

SECTION V. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 5th day of April, 2022.

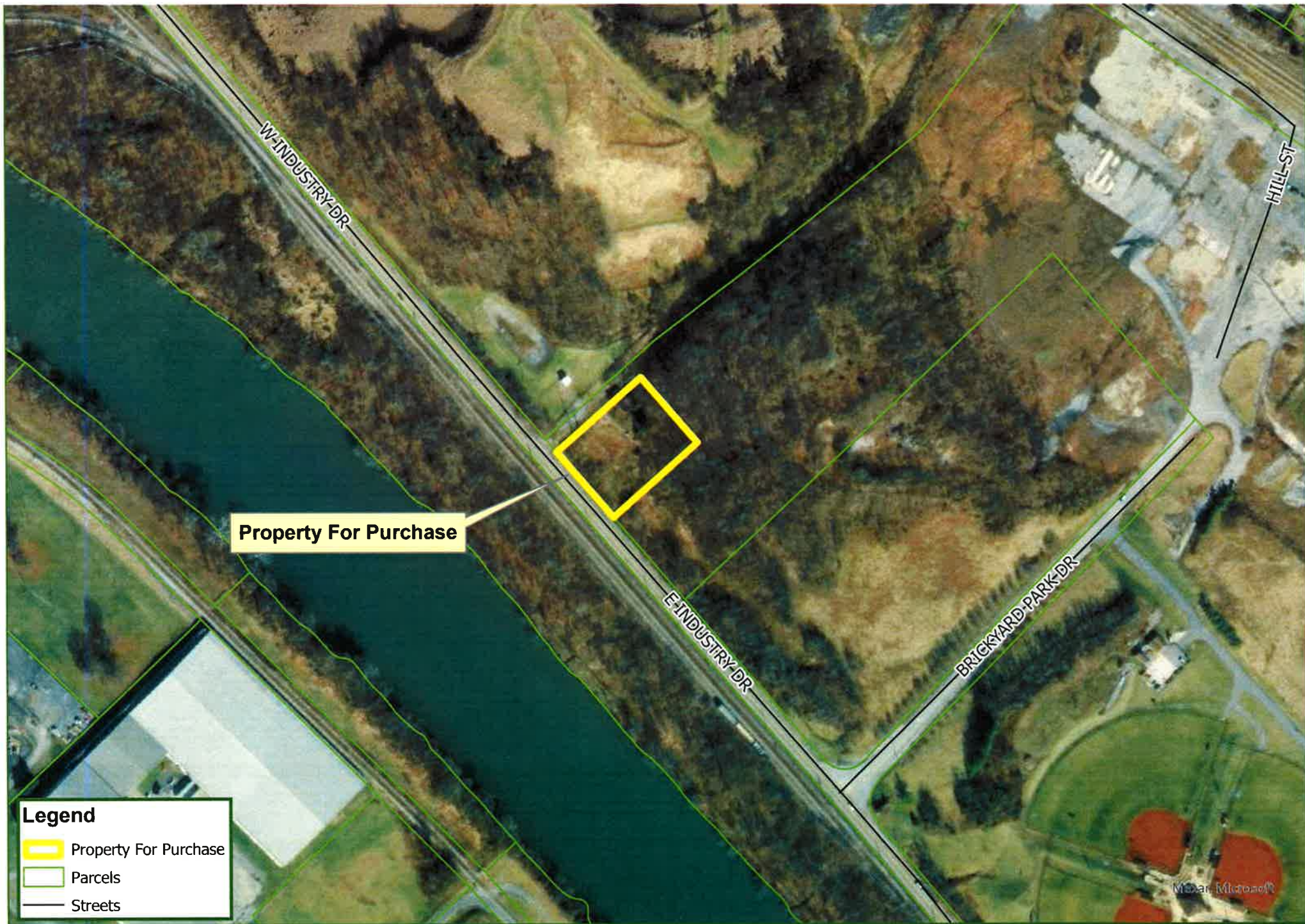
PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Prepared by the City of Kingsport
Geographic Information System (G.I.S.)
Date: 03-11-22
Map File Name: 19772wo12158





AGENDA ACTION FORM

Consider a Resolution to Enter into a Professional Service Agreement with CDM Smith for Wastewater Treatment Plant Electrical Improvements – Motor Control Center (MCC) 6 Replacement Project

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

Action Form No.: AF-88-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

A condition assessment of the WWTP electrical system was performed in 2016. The report provides specific upgrade recommendations which can be programed into the sewer capital improvement plan. The equipment was evaluated based on age, condition and serviceability. The assessment prioritized projects based on the condition and risk to plant operations and compliance. Electrical equipment greater than 30 years of age has reached the end of its useful life and is not deemed reliable. MCC 6 is the next priority project and the second to be completed from the report.

MCC-6 was installed in 1980. It has a single feeder and provides power to the return activated sludge (RAS) and waste activated sludge (WAS) pumping stations resulting in a single point of failure. To increase reliability, it is recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed switch board 1 (SB-1) to increase reliability. A new air-conditioned building housing two motor control centers and VFDs is recommended for this area.

This project was identified and funding was approved by the BMA for the FY 2022 Capital Improvements Plan. Total amount for this request is \$305,400.00. Funding is available in SW2206.

Attachments:

1. Resolution
2. CDM Smith Proposal
3. Pictures

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 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

WHEREAS, a condition assessment of the waste water treatment plant electrical system was performed in 2016, and the equipment was evaluated based on age, condition and serviceability, which prioritized projects based on the condition and risk to plant operations and compliance; and

WHEREAS, the MCC-6 was installed in 1980, and has a single feeder and provides power to the RAS and WAS pumping stations resulting in a single point of failure; and

WHEREAS, to increase reliability, it is recommended the MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys and the new MCC-6A and MCC-6B will be fed from opposite sides of newly constructed SB-1 to increase reliability.

WHEREAS, the cost of this project is \$305,400.00 and funding is available in SW2206.

Now therefore,

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

SECTION I. That a professional services agreement with CDM Smith for the water and wastewater treatment plant electrical improvements MCC-6 replacement project is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a professional services agreement with CDM Smith for the water and wastewater treatment plant electrical improvements MCC-6 replacement project 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 II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



1100 Marion Street, Suite 300
Knoxville, Tennessee 37921
tel: 865 963-4300
fax: 865 524-5311

March 10, 2022

Ms. Niki Ensor
Utilities Director
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Proposal for Professional Services for Replacement of the Kingsport Wastewater Treatment Plant Motor Control Center MCC-6

Dear Niki:

Background

The City of Kingsport (City/OWNER) owns and operates the City of Kingsport Wastewater Treatment Plant (WWTP). Much of the WWTP electrical equipment is reaching the end of its useful service life and should be programmed for replacement. In order to support renewal of the service life and improve operations and maintenance capabilities of the electrical distribution equipment, CDM Smith (ENGINEER) completed the Kingsport WWTP Electrical Evaluation Report in July 2016, which provides specific upgrade recommendations which can be phased over the next several years as funding becomes available. The next priority project to be completed is the replacement of MCC-6.

MCC-6

Motor control center MCC-6 is located in a dedicated building near the return activated sludge (RAS) pump station. Despite its age, MCC-6 is in fair condition due to the fact it is separated from the corrosive process areas it serves. However, the door to the building has been left open due to the heat buildup associated with the variable frequency drives in the room. Unfortunately, space is extremely limited, and it is unlikely adequate HVAC modifications can be made to accommodate the heat gains associated with the variable frequency drives. The added heat in the room can potentially lead to premature equipment failure for both the motor control center and variable frequency drives.

Existing MCC-6 has a single feeder and provides power to the RAS and WAS pumping stations. MCC-6 is past its useful design life and should be replaced. Since MCC-6 has a single feeder, failure of this MCC will cause loss of the RAS and WAS pumping stations.

To increase reliability, it's recommended MCC-6 be removed and replaced with two new main-tie-main motor control centers interlocked with kirk keys. There is insufficient space in the existing building for new motor control centers, and maintenance of plant operations would require the existing MCC-6 to remain online during replacement. A new air-conditioned building housing two





Ms. Niki Ensor
March 10, 2022
Page 2

motor control centers and VFDs is recommended for this area. New MCC-6A and MCC-6B will be fed from opposite sides of newly constructed SB-1 to increase reliability.

Scope of Services

Professional engineering services associated with the replacement of MCC-6 and related equipment will be delivered according to the tasks, detailed as follows:

- Task 0 – Project Management
- Task 1 – Design Services
- Task 2 – Bidding Services
- Task 3 – Limited General Services During Construction

Task 0 – Project Management

ENGINEER will conduct the following activities throughout the course of this assignment which is comprised of design services and other consulting services as requested by the OWNER. Costs for these services are included in Tasks 1-3.

Task 0.1: General Administration – The Engineer will provide project management to administer the production of work in accordance with the Work Authorization scope, budget, and schedule. The Engineer will provide monthly invoices with progress reports.

Task 0.2: Quality Assurance/Quality Control (QA/QC) – The ENGINEER's standard QA/QC processes will be applied to all relevant aspects of the work.

Task 1 – Design Services

Task 1.1: Site Visit and Review of Existing Information – The ENGINEER will meet with OWNER staff at the WWTP to review the existing equipment installation, finalize project goals and objectives, define project constraints, and collect relevant field information required for final design. CDM Smith will also conduct the following activities as part of review of existing information and project initiation:

- Conduct internal design kick-off meeting
- Review as-built drawings/existing information
- Develop requests for additional information needed for design, as appropriate

Task 1.2: Final Design and Contract Documents – The ENGINEER will undertake the appropriate level of engineering to prepare the 30-percent, 90-percent, and 100-percent design of the project including equipment sizing and selection, reviewing feasible options for MOPO during construction, finalizing site layout, evaluation of technical alternatives, and other pertinent engineering considerations.

The ENGINEER shall prepare construction documents for the above listed scope suitable for the receipt of bids for construction of the project. This scope assumes that the complete project will be



Ms. Niki Ensor
March 10, 2022
Page 3

included in one set of Contract Documents. Throughout final design, the ENGINEER will maintain regular contact with OWNER's staff to review the progress of design. Constructability and design reviews will be conducted at the 30- and 90-percent design completion stages by OWNER's staff. Opinions of Probable Construction Cost (OPCC) will be provided with the 30- and 90-percent deliverables. Final design and Contract Document services to be provided by the ENGINEER are described as follows:

Task 1.2.1: Prepare Construction Contract Drawings – Construction Contract Drawings will be prepared showing the scope, extent, and character of the work to be performed by the contractor. Drawings will include general, civil, architectural, structural, electrical, instrumentation, and HVAC drawings suitable for public bidding. A pre-engineered, precast concrete building will be designed to house the new motor control centers. The preliminary list of drawings follows.

Preliminary List of Drawings

Cover Sheet

C-1 Site Plan – MCC-6 Electrical Building

C-2 Miscellaneous Civil Details

S-1 Electrical Enclosure Slab Plan, Sections and Details, Structural General Notes

SD-1 Special Inspections

A-1 Architectural Sheet Index, General Notes, Abbreviations, Symbols and Building Code Key Determinations

A-2 MCC-6 Electrical Building - Building Floor Plan, Roof Plan, Exterior Elevations and Details

H-1 HVAC Symbols and Abbreviations

H-2 MCC-6 Electrical Building - Building HVAC Plan and Details

E-1 Electrical Symbols and Abbreviations I

E-2 Electrical Symbols and Abbreviations II

E-3 MCC-6 Electrical Building - Electrical Site Plan

E-4 MCC-6 Electrical Building - One Line Power Diagram

E-5 MCC-6 Electrical Building - Control and Instrumentation Riser Diagrams

E-6 MCC-6 Electrical Building - MCC Building Power, Control, Grounding and Lighting Plan

E-7 MCC-6 Electrical Building - Existing Electrical Building Modification Plan

E-8 MCC-6 Electrical Building - Panelboard and Lighting Fixture Schedule and Details

ED-1 Electrical Details I

ED-2 Electrical Details II

I-1 Instrumentation Symbols and Legend

I-2 MCC I/O P&ID



Ms. Niki Ensor
March 10, 2022
Page 4

Task 1.2.2: Prepare Technical Specifications – Technical specifications for the construction work will be prepared in general conformance with the fifty-division format of the Construction Specification Institute (CSI).

Task 1.2.3: Prepare General Conditions, Bidding, and Contract Documents – ENGINEER shall prepare Division 00 and Division 01 specifications including Contract agreement forms, invitation for bids, information for bidders, bid form, performance bonds, labor and material bonds, general conditions, and supplemental general conditions.

Task 1.2.4: Prepare Sequence of Construction – In consultation with the OWNER, the ENGINEER shall prepare a construction sequencing plan for the MCC replacement construction. The plans will include identification of scheduling constraints, construction completion milestones, and definition of construction constraints to minimize construction impacts on existing plant operations. The construction sequencing plan shall be included as part of the construction project manual or on the Drawings.

Task 1.2.5: Conduct Technical Reviews – Independent CDM Smith senior technical reviewers will make an evaluation of the design progress at the 30- and 90-percent completion stages. Progress drawings and specifications will be submitted to the OWNER prior to each design review, along with OPCCs. OWNER will review the progress drawings and specifications and will return written review comments within 2 weeks of receipt from ENGINEER. Based on the scope of this project, no formal review meetings are anticipated. Progress sets will be delivered electronically in PDF format.

Task 1.2.6: Complete Construction Documents – Following receipt of the 90-percent review comments, final design modifications will be incorporated in the 100% Construction Documents. The ENGINEER will be responsible for making copies of and distributing the 100% Construction Contract Documents. The ENGINEER will deliver 5 copies in addition to electronic documents in PDF format.

Task 1.2.7: Final Review – The ENGINEER will conduct a final discipline cross-checks and final quality review of the construction documents prior to bidding.

Task 1.2.8: Permitting – A local building permit and site development permit are expected to be required for this project since a new building will be constructed. It is assumed that Contractor will prepare and submit permit applications with fees to the local permitting agency. Permitting efforts are excluded from ENGINEER's scope of work.

Additional Assumptions:

- A geotechnical investigation is required to confirm the suitability of shallow foundations for the new building. This investigation will include 2 borings to a depth of 30 feet. No rock coring is assumed.



Ms. Niki Ensor
March 10, 2022
Page 5

- The new building is assumed to only require shallow foundations. Deep foundation design is not included in the ENGINEER's scope of work.

Task 2 – Bidding Assistance Services

The ENGINEER shall provide services during the Bidding Phase of the project. This scope budgets for one bid phase of a single contract. OWNER may authorize ENGINEER for rebidding if the need arises, via amendment. Bidding services to be provided by the ENGINEER will be limited to the following tasks:

Task 2.1: Bid Advertisement and Distribution of Documents – Assist the OWNER in advertising for and obtaining bids for construction. OWNER shall place advertisement for bids. ENGINEER will reproduce documents, distribute documents to bidders, and maintain plan holders list. Pre-qualification of bidders is excluded from ENGINEER's scope of work.

Task 2.2: Issue Addenda – Prepare up to 3 Addenda to clarify, correct, or change the Bidding Documents. ENGINEER shall distribute addenda to bidders.

Task 2.3: Review Subcontractors and Suppliers – Consult with the OWNER as to the acceptability of subcontractors, suppliers, and other persons or entities proposed by Contractor for those portions of the work for which such acceptability is required by the Bidding Documents.

Task 2.4: Bid Opening and Evaluation – ENGINEER will attend and participate in the Pre-Bid Meeting and Bid Opening. ENGINEER will also evaluate the bid results and CONTRACTOR qualifications and will provide a Recommendation of Award and Bid Tabulation.

It is assumed that no conformed documents will be required for this project based on the proposed scope of work. The Bidding Documents and bound Addenda (as applicable) shall serve as the Contract Documents.

Task 3 – Limited General Services (GS) During Construction

The ENGINEER shall provide limited engineering services during the construction phase. This Agreement includes provision of construction services for up to 16 months beginning from the construction contract Notice-to-Proceed (NTP) date and ending at Final Construction Completion. ENGINEER shall receive additional compensation for any additional construction services required due to an increase in this construction period duration (via further amendment to the Agreement). Construction Phase Services to be provided by the ENGINEER are as follows:

Task 3.1: General Administration of Construction Contract – ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have



Ms. Niki Ensor
March 10, 2022
Page 6

authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.

Task 3.2: Visits to Site and Observation of Construction – In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Task 3.3: Defective Work – During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.



Ms. Niki Ensor
March 10, 2022
Page 7

Task 3.4: Clarifications and Interpretations, Field Orders – ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Task 3.5: Change Orders and Work Change Directives – ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare change Orders and Work Change Directives as required.

Task 3.6: Shop Drawings – ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, Operations and Maintenance Manuals, and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. It is assumed that 150 submittals, including resubmittals will be reviewed.

Task 3.7: Substitutes – ENGINEER shall evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

Task 3.8: Disagreements between OWNER and Contractor – ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portions of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Divisions 00 and 01 of the Contract Documents.

Task 3.9: Applications for Payment – Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge,



Ms. Niki Ensor
March 10, 2022
Page 8

information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or have involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Task 3.10: Contractor's Completion Documents – ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operation instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up Record Documents (including Shop Drawings, Samples, and other data approved as provided under Task 3.6 and marked-up record drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of and, in the case of certificates of inspections, tests, and approvals, the results certified indicate compliance with, the Contract Documents.

Task 3.11: Substantial Completion – Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor,



Ms. Niki Ensor
March 10, 2022
Page 9

shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers the work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Task 3.12: Final Notice of Acceptability of the Work – ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 3.10) to the best of ENGINEER’s knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Task 3.13: Prepare Record Drawings - ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 3.10. Record Drawings shall also be delivered in electronic format as PDF files on CD.

Limitation of Responsibilities – ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor’s failure to perform or furnish the work in accordance with the Contract Documents.

Resident Project Representative (RPR) services are excluded from the ENGINEER’s scope.

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:

Task Description	Completion Date ⁽¹⁾
Task 1 – Design Services	January 31, 2023
Task 2 – Bidding Services	March 1, 2023
Task 3 – Limited General Services During Construction	June 30, 2024

(1) Assumes Notice to Proceed by May 1, 2022.

Payment and Compensation

The City of Kingsport shall compensate the ENGINEER for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice.

The project total upper limit shall not exceed \$519,475 without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.



Ms. Niki Ensor
March 10, 2022
Page 10

Task Description	Task Budget
Task 1 – Design Services	\$305,400
Task 2 – Bidding Services	\$24,850
Task 3 – Construction Phase Services	\$189,225
Project Total	\$519,475

CDM Smith looks forward to working with the City of Kingsport for the implementation of the MCC-6 replacement project. Please contact me with any questions or need for any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Unger', written over a light blue horizontal line.

Daniel Unger, PE, PMP
Client Service Leader
CDM Smith Inc.



Motor Control Center (MCC) 6 – Installed in 1980 and single point of failure for critical process





AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Purchase of Water & Wastewater Chemicals

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

Action Form No.: AF-79-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Committee
 Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

Bids were opened on March 3, 2022 for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant. The advertisement for the Invitation to Bid was published in the Kingsport Times News on February 16, 2022 and placed on the city website for 15 calendar days. Due to unstable market conditions, prices on some of the items may fluctuate. It is the recommendation of the Water/WW Facilities Manager to award the following chemical purchases for a 12 month period on an as needed basis as follows:

Coagulant – G2O Technologies – \$.58/lb
 Chlorine – Brenntag Mid-South – \$.75/lb
 Hydrofluorosilic Acid (Fluoride) – Pencco – \$.184/lb
 Zinc Orthophosphate – Carus Corp – \$.79/lb
 Sodium Permanganate – Brenntag Mid-South – \$1.48/lb
 Polymer – Coastal Water Technologies – \$1.65/lb

The time frame for these renewals is May 1, 2022 through April 30, 2023.

Please see the attached documents for more information.

Funding is identified in water and sewer fund operating expense accounts.

Attachments:

1. Resolution
2. Bid Opening Minutes
3. Recommendation Mem

Funding source appropriate and funds are available: *mm*

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

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

RESOLUTION NO. _____

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

WHEREAS, on March 3, 2022, bids were opened for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant; and

WHEREAS, the city would like to award of bid for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant for the time frame of May 1, 2022, through April 30, 2023, as set out below; and

WHEREAS, upon review of the bids, the board finds Brenntag Mid-South 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 Chlorine at a cost of \$.75 per pound, from Brenntag Mid-South; and

WHEREAS, upon review of the bids, the board finds Carus Corporation 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 zinc orthophosphate at a cost of \$.79 per pound Carus Corporation; and

WHEREAS, upon review of the bids, the board finds G2O Technologies 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 Coagulant at a cost of \$.58 per pound delivered from G2O Technologies; and

WHEREAS, upon review of the bids, the board finds Coastal Water Technology, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase polymer at a cost of \$1.65 per pound, from Coastal Water Technology, LLC; and

WHEREAS, upon review of the bids, the board finds Pencco 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 hydrofluorosilic acid at a cost of \$.184 per pound, from Pencco; and

WHEREAS, upon review of the bids, the board finds Brenntag Mid-South 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 Sodium Permanganate at a cost of \$1.48 per pound, from Brenntag Mid-South; and

WHEREAS, funding is identified in account water and sewer operating accounts.

Now therefore,

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

SECTION I. That the renewal of the award for the bid for the purchase of various chemicals for use by the Water and Wastewater Treatment Plant for the time frame of May 1, 2022, through April 30, 2023 is approved.

SECTION II. That the bid for chlorine is awarded to Brenntag Mid-South at a cost of \$.58 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION III. That the bid for zinc orthophosphate is awarded to Carus Corporation at a cost of \$.79 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION IV. That the bid for coagulant is awarded to G2O Technologies for Coagulant at a cost of \$.58 per pound for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION V. That the bid for polymer is awarded to Coastal Water Technology, LLC at a cost of \$1.65 per pound, for use by the Wastewater Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VI. That the bid for hydrofluorosilic acid is awarded to Pencco at a cost of \$.184 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed.

SECTION VII. That the bid for Sodium Permanganate is awarded to Brenntag Mid-South at a cost of \$1.48 per pound, for use by the Water Plant and the city manager is authorized to execute purchase orders for the same, as needed

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

ADOPTED this the 5th 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
March 3,2022 - 4:00 P.M.

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

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

WATER/WASTEWATER CHEMICALS								
Vendor:	Liquid Chlorine:	Zinc Orthophosphate:	Hydrofluorosilicic Acid 23%:	Gulbrandsen 6801 2,000 Gal.:	Gulbrandsen 6801 4,000 Gal.:	CWT ST-600 Coastal Polymer:	Sodium Permanganate 20%	Period of Time Prices Firm For:
JCI Jones Chemical	\$.7375/lb	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	*
Univar USA	No Bid	No Bid	\$.2175/lb	No Bid	No Bid	No Bid	No Bid	1 Year
Shannon Chemical Corp.	No Bid	\$1.37/lb	No Bid	No Bid	No Bid	No Bid	\$2.66/lb	1 Year
Polydyne	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
G2O Technologies	No Bid	No Bid	No Bid	\$.63/lb	\$.58/lb	No Bid	No Bid	1 Year
Pencoco Inc.	No Bid	No Bid	\$.184/lb	No Bid	No Bid	No Bid	No Bid	1 Year
Coastal Water Technology	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.65/lb	No Bid	1 Year
Carus LLC	No Bid	\$.79/lb	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Sterling Water Technologies	No Bid	\$.8721/lb	No Bid	No Bid	No Bid	No Bid	No Bid	1 Year
Solenis	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	N/A
Brenntag Mid-South	\$.75/lb	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.48/lb	**

*Price subject to change upon 30 written notice.

**Chlorine quarterly pricing only, price firm for 3 months. Sodium Permanganate price firm for 1 year with 6 month market review, escalation/de-escalation based on market and mutual agreement

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



WATER / WASTEWATER FACILITIES

City of Kingsport, Tennessee

Memo

To: Niki Ensor, Utility Director

From: Mark Zinnanti, Water Plant Manager

Date: March 7, 2022

Re: 2022 Chemical Pricing

Plant staff has reviewed chemical pricing and recommends purchasing treatment chemicals as described below. New pricing will result in approximately \$129,000 increase in chemical costs.

Chemical	Vendor	Pounds Used	Current Price/lb	Current Annual Cost	Bid Price/lb	New Annual Cost	% Change	Budget Impact
Coagulant	GTO	252,043	\$ 0.39	\$ 97,541	\$ 0.58	\$ 146,185	50%	\$ 48,644
Chlorine	Brenntag Mid-South	196,001	\$ 0.53	\$ 104,469	\$ 0.75	\$ 147,001	41%	\$ 42,532
Fluoride	Pencco Inc.	107,318	\$ 0.20	\$ 21,034	\$ 0.18	\$ 19,747	-6%	\$ (1,288)
Zinc Orthophosphate	Carus Corporation	74,687	\$ 0.67	\$ 50,040	\$ 0.79	\$ 59,003	18%	\$ 8,962
Sodium Permanganate	Brenntag Mid-South	5,508	\$ 0.95	\$ 5,216	\$ 1.48	\$ 8,152	56%	\$ 2,936
Polymer (WWTP)	Coastal Water Tech	58,500	\$ 1.19	\$ 69,615	\$ 1.65	\$ 96,525	39%	\$ 26,910
								\$ 128,697

Coagulant (GC 6801) – Plant staff recommends purchasing from G2O Technologies at \$0.5800/lb. G2O Technologies (formerly Gulbrandsen) has provided coagulant to our facility for over 20 years. Water Plant personnel remain pleased with both the product and service. Previous cost was \$0.387/lb. This is a 50% increase and a \$48,644 impact to the water plant chemical budget.

Chlorine - Drinking water treatment requires chlorine for disinfection. Plant staff recommends purchasing from Brenntag Mid-South at \$0.75/lb. over low bidder and current provider JCI Jones. Chlorine pricing continues to be extremely volatile. Brenntag committed to holding pricing firm for 3 months. JCI Jones Chemical committed to 30 days upon written notice. In addition to major delivery delays, JCI increased chlorine pricing four times totaling a 130% increase over the past year. Chlorine costs have increased 219% over the past year. Increase from current price will equate to \$42,532 impact to the water plant chemical budget.

Fluoride - The Kingsport Water Treatment Plant's fluoridation program has been approved by the Tennessee Department of Environment and Conservation (TDEC). Plant Staff recommends purchasing from Pencco Inc. at \$0.1840/lb. New pricing will result in a decrease of \$1,287 for this treatment chemical.

Zinc Orthophosphate - The Tennessee Department of Environment and Conservation requires community water systems to maintain an approved corrosion control program. Accordingly, Zinc Orthophosphate is essential in maintaining water quality throughout our distribution system. Plant staff recommends Carus Corporation at \$0.790/lb. New pricing will equate to an increase of \$8,963 over current pricing.

Sodium Permanganate - Sodium Permanganate is utilized in the treatment process to control taste and odors and more importantly to reduce certain chemicals which lead to the formation of disinfection byproducts. Plant staff recommends Brenntag Mid-South at \$1.48/lb. New pricing will result in an increase of \$2,936 for this treatment chemical.

Polymer - Polymer is used in the solids treatment process at the Waste Water Plant. Plant staff recommends Coastal Water Technology at \$1.65/lb. The Waste Water Plant has been using Coastal polymer for approximately 10 years and staff remains pleased with both product and service. New pricing will result in an increase of 27,000 for this chemical.

Bid Recommendation Dollars 2022



AGENDA ACTION FORM

Consider a Resolution to Amend the Professional Service Agreement with CDM Smith for the Wastewater Treatment Plant Electrical Improvements – Main Switchgear Project

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

Action Form No.: AF-89-2022
Work Session: April 4, 2022
First Reading: N/A

Final Adoption: April 5, 2022
Staff Work By: Niki Ensor
Presentation By: R. McReynolds

Recommendation:

Approve the Resolution

Executive Summary:

It is necessary to amend CDM Smith's contract to coincide with contract time extension granted to TEC Industrial for equipment delays due to COVID 19 and supply chain disruptions for the above referenced project.

On August 3, 2021, the BMA approved an amendment to CDM Smith agreement to correspond with an Administrative Change Order for time extension to TEC's contract due to COVID 19 and equipment delivery delay of the electrical building. On March 8, 2022 a second Administrative Changer order to extend TEC contract time was approved due to delay in delivery and installation of current transformer in the 480v switchgear making it necessary to amend CDM Smith's contract. This project has reached substantial completion and is fully operational.

This amendment request includes construction administration services through completion of the project. Total cost for this request is \$15,500.00. Funding is available in SW1800.

Original Contract Amount	\$328,136.00
Contract Amendment 1	\$ 17,500.00
Contract Amendment 2	\$ 15,500.00
Current Contract Amount	\$361,136.00

Attachments:

1. Resolution
2. Project Pictures
3. CDM Smith Proposal
4. Change Order – Contract Time Extension

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

A RESOLUTION 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

WHEREAS, the board approved a resolution authorizing the mayor to sign an agreement with CDM Smith for the design of the water and wastewater treatment plant electrical improvements-main switchgear project in the amount of \$328,136.00; and

WHEREAS, on August 3, 2021 the board approved Resolution 2022-027 which authorized an amendment to the agreement with CDM Smith extending the time for performance due to equipment delivery delays and supply chain disruptions caused by COVID-19 in August , 2021; and

WHEREAS, it is necessary to amend CDM Smith's contract again to further extend the time for performance due to equipment delivery delays and supply chain disruptions caused by COVID-19; and

WHEREAS, the cost associated with this amendment is \$15,500.00 for a total contract amount of \$361,136.00; and

WHEREAS, funding is available in SW1800

Now therefore,

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

SECTION I. That a second amendment to the professional services agreement with CDM Smith for the design of the water and wastewater treatment plant electrical improvements-main switchgear project to increase the amount of the final contract due to equipment delivery delays and supply chain disruptions caused by COVID-19, in the amount of \$15,500.00, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, a second amendment to the professional services agreement with CDM Smith for to increase the amount of the final contract due to equipment delivery delays and supply chain disruptions caused by COVID-19, in the amount of \$15,500.00, 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 II. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the amendment that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

WWTP 5kV Main Switchgear - (1980) Feeds power to the entire plant. Parts are obsolete, some breakers are inoperable and does not meet ARC flash requirements.

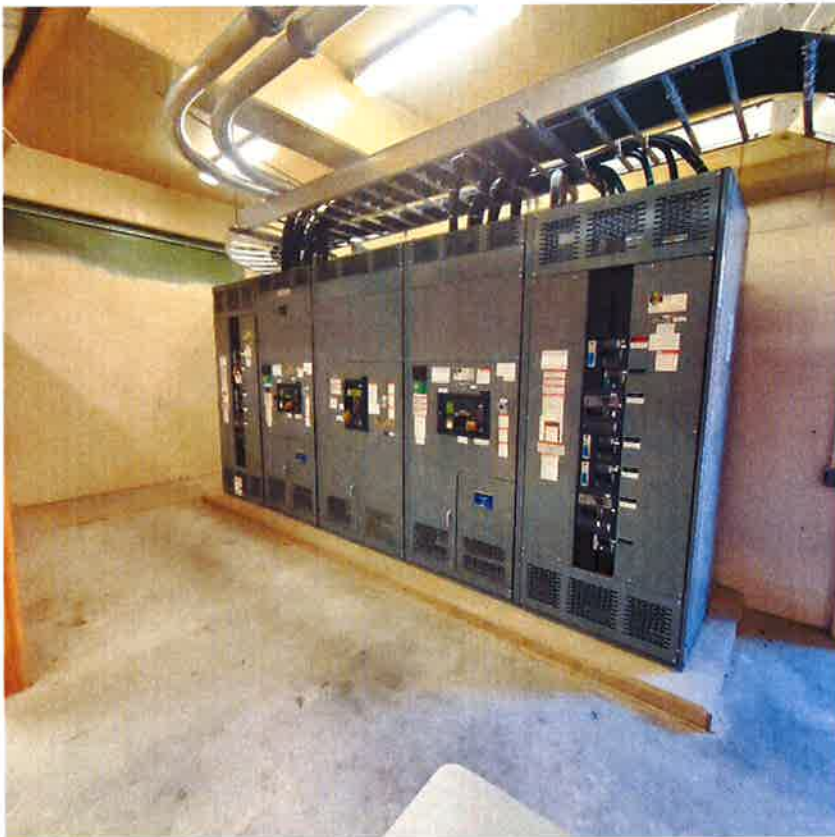




Intermediate Switchgear (1980) – Feeds intermediate pumps and UV disinfection. Breakers are inoperable and obsolete. Intermediate pumps and UV are critical processes.



New Intermediate Switchgear – Functional and able to maintain.



Ram Switch 6 (1960) is a single point of failure.



Transformer #3 and #4 (1980) are under sized to power switchgear through a single feeder in the event loss of one of the utility feeds.



New ram switches 6A and 6B eliminates single point of failure to critical processes. New Transformer 3 & 4 properly sized and able to maintain.





1100 Marion Street, Suite 300
Knoxville, TN 37921
tel: 865 963-4300
fax: 865 963-4301

March 3, 2022

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Proposal for Amendment to Construction General Services for
Kingsport Wastewater Treatment Plant 5kV Main Switchgear
Amendment #2

Dear Niki:

Background

The City of Kingsport (City) owns and operates the City of Kingsport Wastewater Treatment Plant (WWTP). Much of the WWTP electrical equipment is reaching the end of its useful service life and should be programmed for replacement. In order to support the renewal of the service life and improve operations and maintenance capabilities of the electrical distribution equipment, CDM Smith completed the Kingsport WWTP Electrical Evaluation Report in July 2016, which provides specific upgrade recommendations which can be phase over the next several years as funding becomes available.

In accordance with the recommendations, the City initiated a project that would replace the Main Switchgear and Switchgear SB-1 and the WWTP in September of 2017. Construction of the project began in May 2020. Substantial completion was issued to the contractor on January 27, 2022, and all the electrical equipment included in the project is fully operational. Because the construction contract has extended due to equipment delays and COVID-19 related issues, the budget for the Limited General Services During Construction, as detailed in the original contract (September 2017) and the amended contract dated July 7, 2021, is nearly expended and will require an amendment to finalize the scope of services. All of the Task 1 and Task 2 services from the original contract have been completed and only Task 3 requires an amendment.

Task 3 includes the following subtasks and remains unchanged from the original contact.

Task 3.1: General Administration of Construction Contract – ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have



Niki Ensor
March 3, 2022
Page 2

authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions, except as otherwise provided in writing.

Task 3.2: Visits to Site and Observation of Construction – In connection with observations of the work of Contractor while in progress:

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

ENGINEER will prepare for and attend preconstruction conference and monthly progress meetings with Contractor and OWNER and will coordinate with RPR related to the preparation and circulation of minutes thereof.

ENGINEER shall attend field acceptance testing for pumps to be performed by the Contractor in accordance with the Contract Documents.

Niki Ensor
March 3, 2022
Page 3

Task 3.3: Defective Work – During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress, if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Task 3.4: Clarifications and Interpretations, Field Orders – ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents, as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Task 3.5: Change Orders and Work Change Directives – ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate and shall prepare Change Orders and Work Change Directives as required.

Task 3.6: Shop Drawings – ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples, Operations and Maintenance Manuals, and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Task 3.7: Substitutes – ENGINEER shall evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.

Task 3.8: Disagreements between OWNER and Contractor – ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the technical and design related portions of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity. OWNER shall be responsible for interpretation of the requirements of Divisions 00 and 01 of the Contract Documents.

Task 3.9: Applications for Payment – Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

Niki Ensor
March 3, 2022
Page 4

ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or have involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price or to determine that title to any of the work, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Task 3.10: Contractor's Completion Documents – ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operation instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up Record Documents (including Shop Drawings, Samples, and other data approved as provided under paragraph 5.6 and marked-up record drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of and, in the case of certificates of inspections, tests, and approvals, the results certified indicate compliance with, the Contract Documents.

Niki Ensor
March 3, 2022
Page 5

Task 3.11: Substantial Completion – Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, ENGINEER considers the work substantially complete ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

Task 3.12: Final Notice of Acceptability of the Work – ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable (subject to the provisions of paragraph 5.10) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

Task 3.13: Prepare Record Drawings - ENGINEER shall prepare one reproducible record drawing set based on information provided by the Contractor and reviewed as part of Task 3.10. Record Drawings shall also be delivered in electronic format as PDF files on CD.

Limitation of Responsibilities – ENGINEER shall not be responsible for the acts or omissions of any Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work based on the Contractor's most recent schedule:

Task Description	Completion Date
Task 3 – Limited General Services During Construction	April 30, 2022

Payment and Compensation

The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with this amendment and the terms of the original Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice. The project total upper limit shall be increased by \$15,500 for the additional services related to Task 3, and the new upper limit will be increased from \$121,806 to \$137,306. Total Contract amount shall not exceed \$361,136 without written amendment to this authorization. An estimated breakdown of cost by task covered in this amendment is provided for billing purposes below.



Niki Ensor
March 3, 2022
Page 6

Task Description	Task Budget
Task 1 – Design Services	\$204,440
Task 2 – Bidding Services	\$19,390
Task 3 – Limited General Services During Construction (original)	\$104,306
Task 3 – Amendment #1 (previously approved)	\$17,500
Task 3 – Amendment #2	\$15,500
Amended Contract Total	\$361,136

CDM Smith looks forward to continuing work with the City of Kingsport and the completion of this important project. Should you have any questions or require additional information, please do not hesitate to contact me at 865-963-4373.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Daniel Unger', written over a horizontal line.

Daniel Unger, PE
Client Service Leader
CDM Smith Inc.

cc: Eric Goodman, PE

CITY OF KINGSPORT
ADMINISTRATIVE CHANGE ORDER REQUISITION

VENDOR: TEC Industrial

P.O. # : W00270

PROJECT: WWTP Switchgear Improvements

ORIGINAL ISSUE DATE: 4/7/2020

#: SW1800

CURRENT DATE: 3/7/2022

CHANGE ORDER NO: 3

Contingency Authorized	\$ 150,529.00	100%
Prior Administrative C.O.(s)	\$ 4,448.00	3.0%
Amount this Administrative C.O.	\$ -	0.0%
Unexpended Contingency Balance	\$ 146,081.00	97.0%
DESCRIPTION		AMOUNT
This change order increases the contract time by 149 calendar days due to equipment delivery delays. The delivery and installation of the CT in the SB-1 Switchboard was delayed over 3 months due to supply chain and COVID - 19 related issues. This prevented installation, start-up and completion of the SB-1, which prevented the energizing and testing of the switchgear.		
TOTAL:		\$ -

I, (We) the undersigned hereby certify that the changes in construction charged against the contingency authorized for the herein identified contract were made in compliance with Section 2-514 of the City of Kingsport Code of Ordinances, 2012 edition.

Niki ENSOE
 Project Manager (Printed)

Signatures: [Signature]
 Project Manager
[Signature]
 City Manager

3/7/22
 Date
3-8-22
 Date

Route to:
☒ City Recorder (Original)
☒ Purchasing Agent (Copy)
☒ City Accountant (Copy)

NOTE: Signature(s) required above.
 Facsimile is **not** acceptable.

NO EN [Signature] 03/10/22

CHANGE ORDER

Page 1 of 2

Contract Number: CDM Smith -224216, City of Kingsport WA 00270

Change Order Number: No. 3

Original Contract Price \$2,508,812.00

Change from Previous Change Orders \$4,448.00

Total Adjusted Contract Price
(Prior Change Orders) \$2,513,260.00

Net Increase/Decrease in Contract
Price (this change order) \$0.00


Total Adjusted Contract Price
(including this Change Order) \$2,513,260.00

This change order **increases** the time to complete the work by 149 Calendar days.

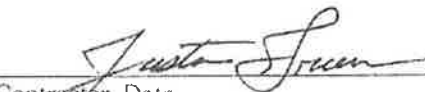
The extended Substantial Completion date is January 27, 2022. Final Contract date will be 30 days following substantial.

This change order is requested by TEC Industrial.

This change order is recommended by:

 3/3/22
Consultant Engineer, Date

The undersigned agree to the terms of the change order.

 3-2-22
Contractor, Date

 3/7/22
Owner Date.

Name of City/District etc. City of Kingsport

Contract Number CDM Smith – 224216; City of Kingsport WA 00270

Contract Title WWTP Switchgear Improvements

Change Order Number No.3

Owner's Name: City of Kingsport

Owner's Address: 620 West Industry Drive, Kingsport

Contractor's Name: TEC Industrial

Contractor's Address: 1025 Konnarock Road, Kingsport TN, 37664

Description of Change

Request to extend the substantial completion date due to equipment delivery delays.

Reason for Change

As documented in the attached information, delivery and installation of the CT in the SB-1 Switchboard was delayed for more than 3 months due to supply chain and COVID-19 related issues. This prevented the installation, start-up and completion of the installation of SB-1, which prevented the energizing and testing of the switchgear. Attached are the following items:

1. Request for a revised substantial completion date from TEC



1025 Konnarock Rd • Kingsport, TN 37664

423 247-4141

February 07, 2022

Niki Ensor / Eric Goodman

City of Kingsport / CDM Smith

Project Manager

RE: Change Request #007 – Request for Substantial Completion Rev 1

Ms. Ensor / Mr. Goodman,

This change request is being issued for additional days to be added to the schedule of the wastewater treatment electrical upgrade project. The reason for this request is due to various delays including equipment rearrangement, weather impact and equipment additions that were not part of the original scope. The length of these delays has additionally been impacted by Covid-19.

In summary, the delay was due to a missing CT in the SB-1 480v gear (not in the IFC drawing package). Once this was discovered all parties communicated a path forward to resolve the missing equipment. TECI de-mobilized from project the first week of August as the CT would need to be manufactured and installed prior to the 480v equipment being energized. The CT was ordered on 8/6/2021 and due to dealing with supply chain, work force and Covid issues impacting the availability of a service tech the above-mentioned delays were not fully installed until 11/11/21. In result of this delay and de-mobilizing from the project TECI lost two crucial employees assigned to the project. TECI redirected a skilled Electrical Journeyman from another important project to make the medium voltage terminations at the level requested in the scope. Considering the delay, TECI has since worked diligently with CDM Smith and the City of Kingsport Wastewater team through weather delays, holidays and plant operation schedule needs to execute the remaining scope in the most efficient manor possible.

Due to the above-mentioned delay TECI is requesting a revised contractual substantial completion date of 1-27-22. As of this date the plant is fully operational on all new equipment provided in the scope of work.

All delays have been discussed and noted by all parties involved during monthly construction meetings. T E C Industrial and all parties involved exhausted every means necessary execute the scope of work in a timely manner after the experienced delays. Upon mutual agreement to this request, T E C Industrial waives all its rights to project delay claims.



1025 Konnarock Rd • Kingsport, TN 37664

423 247-4141

Feel free to contact me with any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read 'Justin Green'. The signature is written in a cursive, flowing style.

Justin Green
Project Engineer
Office: 423.247.4141



AGENDA ACTION FORM

A Resolution to 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

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

Action Form No.: AF-84-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Niki Ensor
 Presentation By: R. McReynolds

Recommendation:

Approve the resolution.

Executive Summary:

On December 7, 2021 the BMA approved a pre-application in order to be eligible to apply for a \$500,000.00 grant from the Appalachian Regional Commission (ARC). The City's pre-application has been selected for funding and invited to submit a full application.

The ARC grant funds will assist in funding the replacement of the water treatment plant traveling screens. The total estimated project cost is \$1,428,100.00. The city will make available \$928,100.00 as a match for the \$500,000.00 ARC grant. Funds will be available in WA2101 Plant Facility Improvements, after the second reading of the attached budget ordinance.

Attachments:

1. Resolution
2. ARC Application Documents

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: *aw*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE AN 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.

WHEREAS, on December 7, 2021, the board approved the pre-application in order to be eligible to apply for a \$500,000.00 grant from the Appalachian Regional Commission (ARC) to assist in funding the replacement of the water treatment plant traveling screens; and

WHEREAS, the city's pre-application has been selected for funding and invited to submit a full application; and

WHEREAS, the total estimated project cost is \$1,428,100.00, with a city match of \$928,100; and

WHEREAS, funding for the match will be available in WA2101 Plant Facility Improvements, after the second reading of the attached budget ordinance.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Appalachian Regional Commission (ARC) in the amount of \$500,000.00 for funding for the replacement of the water treatment plant traveling screens, which will require a \$928,100.00 match from the city.

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

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

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Grant Payment Setup Form



This form is used by TNECD to set up a grantee's payments and develop the grant contract and should be submitted with the application.

Please provide an answer for all questions, including N/A for Not Applicable.

There are two steps required to ensure your entity can receive grant funds from the State of Tennessee.

- **Step 1:** Confirm your entity is a supplier/vendor for the State of TN or set up your entity as a supplier/vendor using the W-9
- **Step 2:** Confirm your direct deposit information or set up a bank account to receive funds using the Supplier Direct Deposit form

You will receive an invoice template that contains the information provided below after your project's contract is approved. You will use that template to request payment on your grant.

TNECD Program Name: Appalachian Regional Commission

Grantee's Legal Name: City of Kingsport

Step 1:

Has your entity previously received funds from the state?

☒ Yes ☐ No

If yes, please provide your FEIN

62-6000323

If no, please complete the W9 located [here](#) and return to ECD.Invoices@tn.gov

Step 2:

Grantee mailing address:

415 Broad Street
Kingsport, TN 37660

Last four digits of the bank account number to be used for this grant:

1379

Has the bank account above previously received state funds through ACH?

Yes

If yes, and there is no change to your account, **no further information is required.**

If no, or if you want to change account information, please complete the Supplier Direct Deposit Authorization [form](#) and mail the original to the State of Tennessee's Supplier Maintenance using the instructions on the form. For new accounts, select "New" in Section 1 – Type of Request. For changes, select "Change Existing Account."

Please sign and date below and return with the grant application to the Department of Economic and Community Development.

Name: _____

Email: _____

Signature: _____

Phone: _____

Date: _____

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. 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 costs) to ensure proper planning, management and completion of the project described in this application.
2. 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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 interest in the title of real property in accordance with 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 non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. 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 C.F.R. 900, Subpart F).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) 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; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) 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; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. 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 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the 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.
13. 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.
14. Will comply 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.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) 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.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. 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.
17. 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.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Mayor	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Kingsport			

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

04/08/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Kingsport

* b. Employer/Taxpayer Identification Number (EIN/TIN):

62-6000323

* c. Organizational DUNS:

079027579

d. Address:

* Street1:

415 Broad Street

Street2:

* City:

Kingsport

County/Parish:

Sullivan

* State:

TN: Tennessee

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

37660

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

Niki

Middle Name:

* Last Name:

Ensor

Suffix:

Title:

Utilities Director

Organizational Affiliation:

City of Kingsport

* Telephone Number:

423-224-2487

Fax Number:

* Email:

NikiEnsor@KingsportTN.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Appalachian Regional Commission

11. Catalog of Federal Domestic Assistance Number:

23-001

CFDA Title:

Appalachian Regional Commission

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Kingsport

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Replacement of Traveling Screens at Water Intake

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

1st TN

* b. Program/Project

1st TN

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2022

* b. End Date:

06/30/2025

18. Estimated Funding (\$):

* a. Federal

500,000

* b. Applicant

928,100

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

1,428,100

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Patrick

Middle Name:

* Last Name:

Shull

Suffix:

* Title:

Mayor

* Telephone Number:

423-229-9412

Fax Number:

* Email:

PatShull@KingsportTN.gov

* Signature of Authorized Representative:

* Date Signed:



AGENDA ACTION FORM

Consideration of a Resolution to 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 FY '23

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

Action Form No.: AF-71-2022
Work Session: April 4, 2022
First Reading: N/A

Final Adoption: April 5, 2022
Staff Work By: Capt. Gore
Presentation By: Chief Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The Tennessee Highway Safety Office (THSO) provides grant funding for programs designed to reduce the number of fatalities, injuries and related economic losses that result from traffic crashes on Tennessee's roadways. Local governments can apply for National Highway Safety Transportation Administration pass-through funding for projects related to various areas of highway safety.

The Kingsport Police Department is seeking funding to assist with a Multiple Traffic Violation/Crash Reduction Campaign consisting of overtime enforcement and the purchase of traffic safety equipment.

This grant request is for approximately \$44,000.00 with no match required. Funding is for a one year period.

Attachments:

- 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*

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A HIGHWAY SAFETY GRANT FROM THE
TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, the city, through the police department, would like to apply for a grant from the Tennessee Highway Safety Office, which will provide funds to support programs designed to reduce the number of fatalities, injuries, and related economic losses that result from traffic crashes on Tennessee's roadways; and

WHEREAS, the maximum amount of the grant award is \$44,000.00, and the grant does not require a local match.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Law Enforcement Agency Highway Safety grant from the Tennessee Highway Safety Office in the amount of \$44,000.00, which does not require a local match.

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

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

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

ADOPTED this the 5th 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

Consideration of a Resolution Authorizing 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 FY '23 Grant

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

Action Form No.: AF-72-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO will include a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the FY '23 THSO grant (Community-Based Traffic Safety Enforcement and Education).

Attachments:

1. Resolution.

Funding source appropriate and funds are available: *pm*

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

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

RESOLUTION NO. _____

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

WHEREAS, the Tennessee Highway Safety Office grant, through the Tennessee Department of Safety and Homeland Security, requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority "to sign grant documents required for reporting as contracted on behalf" of the city for a Community-Based Traffic Safety Enforcement and Education Grant.

Now therefore,

BE IT RESOLVED BY THE, BOARD OF MAYOR AND ALDERMAN 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, an Signature Authority Consent Form for contracts, invoices, and other documents with the Tennessee Highway Safety Office for a Community-Based Traffic Safety Enforcement and Education Grant, said Signatory Authority Consent Form being generally as follows:

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of _____
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2022-2023 grant awarded by the Tennessee Highway Safety Office.

The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized to designate the chief of police and/or a police officer of the city with the rank of Captain or higher as his designee to complete and execute grant reports and other reporting documents, as required by the grant from the Tennessee Highway Safety Office.

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

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Apply for and Receive a FY '23 Tennessee Highway Safety Office (THSO) Coordinator Grant for Participation in their Law Enforcement Liaison (LEL) Program

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

Action Form No.: AF-73-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The Tennessee Highway Safety Office (THSO) has once again extended the opportunity to the Kingsport Police Department, specifically Officer Matt McGuire, to be a network coordinator and assist them in their LEL program. The funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences. Additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities.

This request is for approximately \$20,000.00 with no match required. Funding is for a one year period.

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 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

WHEREAS, the Tennessee Highway Safety Office has extended the opportunity to the city, through the Kingsport Police Department, specifically Officer Matt McGuire, to apply for a grant to be a network coordinator and assist in the Law Enforcement Liaison (LEL) program; and

WHEREAS, the funds provided will pay for Officer McGuire's travel/training to various traffic related workshops and conferences; and

WHEREAS, additional funds from this grant may be utilized for traffic enforcement/education items as well as overtime for officers engaged in traffic enforcement activities; and

WHEREAS, the grant is for approximately \$20,000.00 with no match required, and the funding is for a one year period.

Now therefore,

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

SECTION I. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive grant funds from the Tennessee Highway Safety Office in the amount of \$20,000.00 for the Law Enforcement Liaison (LEL) program, which requires no match.

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

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

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

ADOPTED this the 5th 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

Consideration of a Resolution Authorizing 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 FY '23 Coordinator Grant

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

Action Form No.: AF-74-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Capt. Gore
 Presentation By: Chief Phipps

Recommendation:

Approve the Resolution

Executive Summary:

The Tennessee Highway Safety Office (THSO) requires quarterly reports as well as other grant related documents be signed by a representative of the agency (City of Kingsport) receiving grant funds. To that effect, the THSO will include a Signature Authority Consent Form in the paperwork for the grant acceptance, which allows the mayor to grant signatory authority to sign all grant related documents on behalf of the organization for the FY '23 THSO Coordinator grant.

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: *Jm*

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

RESOLUTION NO. _____

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

WHEREAS, the Tennessee Highway Safety Office grant, through the Tennessee Department of Safety and Homeland Security, requires a new Signature Authority Consent Form for contracts, invoices, and other documents involved with the grants; and

WHEREAS, the Signature Authority Consent Form authorizes the mayor to execute formal documents, and to designate an individual as signatory authority "to sign grant documents required for reporting as contracted on behalf" of the city for a Tennessee Highway Safety Office (THSO) Coordinator Grant.

Now therefore,

BE IT RESOLVED BY THE, BOARD OF MAYOR AND ALDERMAN 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, a Signature Authority Consent Form for contracts, invoices, and other documents with the Tennessee Highway Safety Office for a Tennessee Highway Safety Office (THSO) Coordinator Grant, said Signatory Authority Consent Form being generally as follows:

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the _____ of _____
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

_____ hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2022-2023 grant awarded by the Tennessee Highway Safety Office.

The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Name and Title (Printed)	Signature
Name and Title (Printed)	Signature
Name and Title (Printed)	Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION II. That the mayor is authorized to designate the chief of police as his designee or such police officer with the rank of Captain or above as the chief of police may direct to complete and execute grant reports and other reporting documents, as required by the grant from the Tennessee Highway Safety Office.

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

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MIKE BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Approve Issuance of Certificates of Compliance for Retail Food Stores to Sell Wine

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

Action Form No.: AF-62-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Angela Marshall
 Presentation By: A. Marshall

Recommendation:

Approve the issuance of a Certificates of Compliance to sell wine at the following location:

1. Weigel's #93, 4401 West Stone Drive

Executive Summary:

A retail food store is required to file an application with the City Recorder for their Certificate of Compliance to sell wine. This Certificate, which must be issued and signed by the Mayor if the business is within a municipality, is a required attachment to the application this business will submit to the Tennessee Alcoholic Beverage Commission to obtain a license to sell wine in a retail food store.

Tennessee Code Annotated, Section 57-3-806 directs municipalities the Certificate must state:

1. The applicant in charge of the business has not been convicted of a felony within the past ten years; and
2. The applicant's business location complies with local zoning laws.

This application has met the requirements of TCA 57-3-806. A police background check has been conducted with nothing found that would prevent the applicant from receiving this certificate. Planning has also verified the business is properly zoned.

Attachments:

1. None

Funding source appropriate and funds are available: *JM*

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

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



AGENDA ACTION FORM

Consideration of a Resolution to Amend Chapter 2 Administration of the City of Kingsport Fee Schedule as set out in Resolution No. 2021-258

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

Action Form No.: AF-90-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Lisa Winkle/Angie Marshall
 Presentation By: L. Winkle

Recommendation:

Approve change to fee schedule to discontinue the \$3.00 convenience fee on all online Leisure Services Charges.

Executive Summary:

City Staff would like to discontinue the \$3.00 convenience fee on all Leisure Service Charges to encourage customers to pay in advance online in order to require less time at the event. This would cover parks and recreation fees, various event fees, and aquatic center charges. At times the fee being paid is as low as \$5.00 and the customer is being charged an additional \$3.00 to pay online. Total revenue received from this charge in FY2021 was less than \$5,000.00.

Attachments:

1. Resolution
2. Convenience fees section with changes in red

Funding source appropriate and funds are available: *Jm*

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

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

RESOLUTION NO. _____

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

WHEREAS, by Resolution No. 2021-258, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee set the rates, fees and charges as set by the Kingsport Code of Ordinances; and

WHEREAS, it is now deemed advisable to amend Resolution No. 2021-258 with a supplement to set fees under Chapter 2 – Administration; and

WHEREAS, various fees and charges provided for in the City's Code of Ordinances must be set and amended by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee as follows:

SECTION I. That April 6, 2022, Chapter 2 Subsection E of Resolution 2021-258 is amended as follows:

Chapter 2 - Administration

A.	Returned check handling charge	\$30.00
B.	Kingsport City Flag	Cost + \$5.00
C.	City Court costs (per case)	\$60.00
	(a) State Litigation fee	\$13.75
	(b) Local Litigation fee	\$13.75
D.	Public Records	
	1. Code of Ordinances	
	(a) 2012 Code of Ordinances (hard copy)	\$188.00
	(b) 2012 Code of Ordinances (hard copy in binder with tabs)	\$293.00
	(c) Each Supplement to the 2012 Code of Ordinances (hard copy)	\$63.81
	(d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs)	\$60.00
	2. Copy/Duplication	
	(a) Per page – black and white (more than 10 pages)	\$0.15
	(b) Per page – color (more than 10 pages)	\$0.50
	(c) Audiotape	\$5.00
	(d) Compact Disc	\$5.00
	(e) Digital Video Disc	\$5.00
	(f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records.	
E.	Credit and Debit Card Transactions and Convenience Fees	
	1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, or other automated methods except those noted below	\$3.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above	\$2,500.00
	2. Payment transactions made "face-to-face"	\$0.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards "face-to-face"	\$2,500.00
	3. Payment transactions made via internet through Kingsport Public Library payment systems	\$0.50

- 4. Payment transactions made via internet for Leisure Services Activities....\$0.00
- 5. Payment transactions made via internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations.....\$0.00
- 6. Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables.....\$0.00
- F. Property Taxes Paid with Credit and Debit Card Transactions, including real or personal–internet, kiosk, or face to face:
 - 1. Card Processing Fee for Property taxes paid with a Debit or Credit Card..... 2.75%
- G. Engineering
 - 1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).
 - (a) Construction plans, specifications, bid form and associated documents.....\$50.00

SECTION II. That this resolution shall become effective March 3, 2020, and remain in force and effect until such time as it is revoked, further amended, or superseded.

Adopted this 5th day of April, 2022.

PATRICK W. SHULL, Mayor

ATTEST:

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Chapter 2 - Administration

A.	Returned check handling charge	\$30.00
B.	Kingsport City Flag	Cost + \$5.00
C.	City Court costs (per case)	\$60.00
	(a) State Litigation fee	\$13.75
	(b) Local Litigation fee	\$13.75
D.	Public Records	
	1. Code of Ordinances	
	(a) 2012 Code of Ordinances (hard copy)	\$188.00
	(b) 2012 Code of Ordinances (hard copy in binder with tabs)	\$293.00
	(c) Each Supplement to the 2012 Code of Ordinances (hard copy)	\$63.81
	(d) Each Supplement to the 2012 Code of Ordinances (hard copy in binder with tabs)	\$60.00
	2. Copy/Duplication	
	(a) Per page – black and white (more than 10 pages)	\$0.15
	(b) Per page – color (more than 10 pages)	\$0.50
	(c) Audiotape	\$5.00
	(d) Compact Disc	\$5.00
	(e) Digital Video Disc	\$5.00
	(f) Cost of labor, in excess of one hour, spent locating, retrieving, redacting and reproducing requested records	varies
E.	Credit and Debit Card Transactions and Convenience Fees	
	1. Payment transactions made via Interactive Voice Response (IVR) systems, internet, kiosk, or other automated methods except those noted below	\$3.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards utilizing one of the methods above	\$2,500.00
	2. Payment transactions made “face-to-face”	\$0.00
	(a) Transaction Limit on Utility Payments made by Credit or Debit Cards “face-to-face”	\$2,500.00
	3. Payment transactions made via internet through Kingsport Public Library payment systems	\$0.50
	4. Payment transactions made via internet for Leisure Services Activities	\$0.00
	5. Payment transactions made via internet or Interactive Voice Response (IVR) systems for Red Light Camera Citations	\$0.00
	6. Payment transactions made via onsite Kiosk for utilities or miscellaneous receivables	\$0.00
F.	Property Taxes Paid with Credit and Debit Card Transactions, including real or personal— internet, kiosk, or face to face:	
	1. Card Processing Fee for Property taxes paid with a Debit or Credit Card	2.75%
G.	Engineering	
	1. Pick-up fee for project bid documents for City-associated projects (nonrefundable).	
	(a) Construction plans, specifications, bid form and associated documents	\$50.00



AGENDA ACTION FORM

Consideration of a Resolution to Authorize the Mayor to Execute a Subrecipient Agreement with the Oasis of Kingsport

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

Action Form No.: AF-91-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Jessica McMurray
 Presentation By: J. McMurray

Recommendation:

Approve the resolution.

Executive Summary:

At its business meeting on May 18, 2021, the Board of Mayor and Aldermen approved the 2021 Annual Action Plan for the Community Development Program funded by the Department of Housing and Urban Development (HUD). The plan included a portion of CDBG funding for Neighborhood/Public Improvements to be allocated at a later date through partner agreements. The Oasis of Kingsport, an organization providing services for homeless women, has requested \$1,175.00 for the installation of a new water line and meter in order to accommodate two showers plus one ADA shower, three bathrooms and an additional seven washers and dryers. The Oasis offers a variety of services to low income and high-risk populations, including laundry and shower services and estimates that more than 100 women will utilize these services annually.

Attachments:

1. Resolution

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

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

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

RESOLUTION NO. _____

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

WHEREAS, on May 18th, 2021 the board adopted Resolution No. 2021-225 Community Development Block Grant 2021 – HUD Action Plan which designated a portion of CDBG funds to be allocated through partner agreements; and

WHEREAS, the City of Kingsport desires to enter into an agreement with Oasis of Kingsport to allocate Community Development Block Grant Funds for the provision of benefiting the general welfare of city residents and in accordance with the goals set forth in the Annual Action Plan.

Now therefore,

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

SECTION I. That the agreement with the Oasis of Kingsport is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, agreements for services in fiscal year 2021-2022 benefiting the general welfare of City of Kingsport residents with the Oasis of Kingsport, 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:

GRANT AGREEMENT
BETWEEN THE CITY OF KINGSPORT, TENNESSEE
AND
OASIS OF KINGSPORT

This Grant Contract, by and between the City of Kingsport, hereinafter referred to as the "City" and Oasis of Kingsport hereinafter referred to as the "Subrecipient", is for the provision of *public improvements to increase services to the homeless and those at risk for homelessness* under the Community Development Block Grant Program ("CDBG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES").

Subrecipient's address: **1102 Mill Street, Kingsport, TN 37660**

Subrecipient's Edison Vendor ID #: **47-1179873**

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Subrecipient shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant contract.

A.2. The Subrecipient will be responsible for administering a CDBG Fiscal Year 2021-2022 Entitlement ☐Housing Rehabilitation ☒Public Facility ☐Public Improvement ☐Public Service or ☐Economic Development program in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing these funds, and consistent with all provisions of this Agreement in order to benefit low and moderate income individuals and families within the city limits of Kingsport as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES, ATTACHMENT B: IMPLEMENTATION PLAN, AND ATTACHMENT C: BUDGET.

A.3. Incorporation of Additional Documents. Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Subrecipient's duties, responsibilities, and performance hereunder, these terms shall govern or order of precedence below:

a. Title 24 Code of Federal Regulations, Part 570 and Part 91, of the Community Development Block Grant Program authorized by Title I of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.), as amended (the "Federal CDBG Regulations").

b. The United States Department of Housing and Urban Development CDBG Desk Guide for Program and Eligibility Policies and Procedures.

A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as ATTACHMENT D, is incorporated in this Grant Contract.

A.5. To comply with the Eligible Activity Requirements of 24 CFR 570, Subpart C, and Part 91 as applicable in accordance with the type of project assisted.

A.6. To maintain records adequate to document compliance with 24 CFR 570, along with such other records the City and HUD determines necessary to enable the City and HUD to fulfill its responsibilities in the CDBG Program. All records will be retained for a five (5) year period in accordance with the requirements of 24 CFR Part 570.

A.7. To furnish to the City all reports required to be filed in accordance with any directives of the City and within the time period prescribed by the City for such reports.

B. TERM OF GRANT CONTRACT:

B.1. Grant Term. This Grant Contract shall be effective on **July 1, 2021** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date to **June 30, 2022** ("Term"). The City shall have no obligation for goods or services provided by the Subrecipient prior to the Effective Date or extending beyond the close of the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the City under this Grant Contract exceed **One Thousand One Hundred and Seventy-Five DOLLARS (\$1,175.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Subrecipient under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Subrecipient.

C.2. Compensation Firm. The Maximum Liability of the City is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Subrecipient shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Subrecipient shall submit invoices, in form and substance acceptable to the City, with all necessary supporting documentation, prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Subrecipient for travel, meals, or lodging shall be subject to amounts and limitations specified in the "City Comprehensive Travel Regulations", as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Subrecipient shall invoice the City based on an approved payment schedule, using the forms and all necessary supporting documentation specified by the HUD CDBG Requirements, and present such to:

City of Kingsport

Office of Housing and Community Development

415 Broad Street, Kingsport, Tennessee 37660

Attention: Jessica McMurray

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line item amount(s) detailed. Any change in Grant Budget line items shall require an amendment to the Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Subrecipient shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the City.

a. If total disbursements by the City pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Subrecipient shall refund the difference to the City. The Subrecipient shall submit said refund with the final grant disbursement reconciliation report.

b. The City shall not be responsible for the payment of any invoice submitted to the City after the grant disbursement reconciliation report. The City will not deem any Subrecipient costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the City, and such invoices will NOT be paid.

c. The Subrecipient's failure to provide a final grant disbursement reconciliation report to the City as required shall result in the Subrecipient being deemed ineligible for reimbursement under this

Grant Contract, and the Subrecipient shall be required to refund any and all payments by the city pursuant to this Grant Contract.

d. The Subrecipient must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Subrecipient request reimbursement for indirect costs, the Subrecipient must submit to the City a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Subrecipient will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Subrecipient makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Subrecipient agrees to remit any overpayment of funds to the City, and subject to the availability of funds the City agrees to remit any underpayment to the Subrecipient.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of City of Kingsport Departments of Finance and Administration Policies or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the City shall not prejudice the City's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the City shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Subrecipient shall be subject to reduction for amounts included in any invoice or payment that are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.

C.12. City's Right to Set Off. The City reserves the right to deduct from amounts that are or shall become due and payable to the Subrecipient under this Grant Contract or any other contract between the Subrecipient and the City of Kingsport under which the Subrecipient has a right to receive payment from the City.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The City is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Kingsport and Tennessee laws and regulations.

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Kingsport and Tennessee laws and regulations.

D.3. Termination for Convenience. The City may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the Grant Contract by the City. The City shall give the Subrecipient at least thirty (30) days written notice before the effective termination date. The Subrecipient shall be entitled to compensation for authorized expenditures and satisfactory services, in compliance with Federal CDBG Regulations, completed as of the termination date, but in no event shall the City be liable to the Subrecipient for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Subrecipient shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Subrecipient fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Subrecipient violates any terms of this Grant Contract ("Breach Condition"), the City shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by virtue of any Breach Condition and the City may seek other remedies allowed at law or in equity for breach of this Grant Contract. Upon such termination, the Subrecipient shall have no claim to any CDBG funds remaining under this Grant Contract.

D.5. Subcontracting. The Subrecipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the City. If such subcontracts are approved by the City, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest", "Lobbying",

"Nondiscrimination", "Public Accountability", "Public Notice", and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Subrecipient shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Subrecipient warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the City of Kingsport as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Subrecipient in connection with any work contemplated or performed relative to this Grant Contract.

The Subrecipient acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Subrecipient is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development or if the Subrecipient is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Kingsport or the U. S. Department of Housing and Urban Development.

D.7. Lobbying. The Subrecipient certifies, to the best of its knowledge and belief, that:

a. No federally 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 federally 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 contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The City:

Jessica McMurray
City of Kingsport Office of Housing and Community Development
415 Broad Street, Kingsport, Tennessee 37660
Telephone 423-224-2877
Email JessicaMcMurray@kingsporttn.gov
City of Kingsport Legal Office
ATTN: Michael J. Billingsley, Attorney
415 Broad Street, Kingsport, TN 37660
Telephone: 423-229-9464
Email: mikebillingsley@kingsporttn.gov

The Subrecipient:

Oasis of Kingsport
1102 Mill Street
Kingsport, TN 37660
Name: Shantell Bogel, Executive Director
Telephone 423-392-1137
Email oasiskingsport@gmail.com

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Grant Contract upon written notice to the

Subrecipient. The City's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the City. Upon receipt of the written notice, the Subrecipient shall cease all work associated with the Grant Contract. Should such an event occur, the Subrecipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Subrecipient shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Subrecipient agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Subrecipient on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Subrecipient shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The City and the Subrecipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of the Grant Contract.

a. The Subrecipient warrants to the City that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Subrecipient warrants that it will cooperate with the City, including cooperation and coordination with City privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The City and the Subrecipient will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the City and the Subrecipient in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Subrecipient will indemnify the City and hold it harmless for any violation by the Subrecipient or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the City because of the violation.

D.12. Public Accountability. If the Subrecipient is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Subrecipient on behalf of the City, the Subrecipient agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Subrecipient shall also display in a prominent place, located near the passageway through which public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the City. The City shall obtain copies of the sign from HUD, and upon request from the Subrecipient, provide Subrecipient with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Subrecipient in relation to this Grant Contract shall include the statement, "This project is funded under an agreement with the City of Kingsport and the U.S. Department of Housing and Urban Development." All notices by the Subrecipient in relation to this Grant Contract shall be approved by the City.

D.14. Licensure. The Subrecipient and its employees and all sub-Operating Agencies shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Subrecipient and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Subrecipient and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of

Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Subrecipient shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Subrecipient shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Subrecipient shall incorporate any additional Tennessee Comptroller of the Treasury directives into its internal control system.

D.16. Monitoring. The Subrecipient's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the City of Kingsport and the U. S. Department of Housing and Urban Development, or their duly appointed representatives.

D.17. Progress Reports. The Subrecipient shall submit brief, periodic, progress reports to the City as requested.

D.18. Reports. The Subrecipient shall submit all reports with form, substance and deadlines as specified in the Federal CDBG Regulations. The Subrecipient shall submit, within one (1) month of the conclusion of the Term, a CDBG annual report to the City.

D.19. Audit Reports. For purpose of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Subrecipient shall provide audited financial statements to the City of Kingsport if during the Subrecipient's fiscal year, the Subrecipient (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the City is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Subrecipient shall complete ATTACHMENT E: NOTICE OF AUDIT to notify the City whether or not Subrecipient is subject to an audit. The Subrecipient should submit only one, completed document during the Subrecipient's fiscal year. Any Subrecipient that is subject to an audit and so indicates on Attachment E shall complete ATTACHMENT F: PARENT CHILD INFORMATION. If the Subrecipient is subject to an audit, Subrecipient shall obtain the Tennessee Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Subrecipient may contact the Tennessee Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Subrecipient and the Auditor shall be on a contract form prescribed by the Comptroller. The Subrecipient shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Subrecipient shall be subject to the provision relating to such fees contained within the Grant Contract. The Subrecipient shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Subrecipient shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Subrecipient is a subrecipient, the Subrecipient shall comply with 2 C.F.R. §§ 200.318-300.326 when procuring property and services under a federal award.

The Subrecipient shall obtain prior approval from the City before purchasing any equipment under this Grant Contract.

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Subrecipient, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Subrecipient's employees, and to pay all applicable taxes incident to this Grant Contract.

D.23. City Liability. The City shall have no liability except as specifically provided in this Grant Contract.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Subrecipient's representatives, suppliers, subcontractors, customers or business apart from the Grant Contract is not a Force Majeure Event under this Grant Contract. Subrecipient will promptly notify the City of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the City within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Subrecipient's performance longer than forty-eight (48) hours, the City may, upon notice to Subrecipient: (a) cease payment of the fees until Subrecipient resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Subrecipient will not increase its charges under this Grant Contract or charge the City any fees other than those provided for in the Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Subrecipient shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved.

D.27. City Interest in Equipment or Motor Vehicles. The Subrecipient shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the City's, equitable interest therein, to the extent of its *pro rata* share, based upon, the City's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of the City in the equipment or motor vehicles acquired by the Subrecipient pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest

in favor of the City in the equipment or motor vehicles acquired by the Subrecipient pursuant to the provisions of this program's prior year Grant contracts between the City, and the Subrecipient.

The Subrecipient grants the City a security interest in all equipment or motor vehicles acquired in whole or in part by the Subrecipient under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Subrecipient hereby grants the City a security interest in said equipment or motor vehicles. The Subrecipient agrees that the City may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Subrecipient agrees to execute and deliver to the City, upon the City's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as the City may require to perfect a security interest with respect to said equipment or motor vehicles. The Subrecipient shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the City may reasonably require. Without the prior written consent of the City, the Subrecipient shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Subrecipient's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract. The City shall have the remedies of a secured party under the Uniform Commercial Code and, at the City's option, may also invoke the remedies herein provided.

The Subrecipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Subrecipient shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Subrecipient's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Subrecipient no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Subrecipient shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Subrecipient shall inventory equipment or motor vehicles annually. The Subrecipient must compare the results of the inventory with the inventory control report and investigate any differences. The Subrecipient must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

l. The Subrecipient shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the City. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Subrecipient shall notify the City, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Subrecipient shall be responsible to the City for the *pro rata* amount of the residual value at the time of loss based upon the City's original contribution to the purchase price.

m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Subrecipient shall request written approval from the City for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. City, State and Federal Compliance. The Subrecipient shall comply with all applicable city, state, and federal laws, ordinances, rules and regulations in performance of this Grant Contract.

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Subrecipient agrees that it will be subject to the exclusive

jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Subrecipient acknowledges and agrees that any rights or claims against the City of Kingsport or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 29-20-101 *et seq.* and the sovereign immunity the city has through the State of Tennessee.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall control.

E.2. Debarment and Suspension. The Subrecipient certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Have not within a three (3) year period preceding this the date of this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. Have not within a three (3) year period preceding the date of this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Subrecipient shall provide immediate written notice to the City if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.3. Work Papers Subject to Review. The Subrecipient shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the City, the U. S. Department of Housing and Urban Development, or their respective representatives upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Children's Act for Clean Indoor Air of 1995", Tenn. Code Ann. §§ 39-17-1601 through 1606, the Subrecipient shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Subrecipient shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be a part of any subcontract related to this Grant Contract.

E.5. Hold Harmless. To the extent permitted by State law, the Subrecipient agrees to indemnify and hold harmless the City of Kingsport, the U. S. Department of Housing and Urban Development, as well as its officers, agents and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Subrecipient, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Subrecipient further agrees it shall be liable for the reasonable cost of attorneys and court costs for the City, the U. S. Department of Housing and Urban Development to enforce the terms of this Grant Contract.

In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the City, the U. S. Department of Housing and Urban Development to give notice shall only relieve the Subrecipient of its obligations under this Section to the extent that the Subrecipient can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Subrecipient, through its attorney(s), the right to represent the City of Kingsport, the U. S. Department of Housing and Urban Development in any legal matter, as the right to represent the City and the State is governed by Tenn. Code Ann. § 8-6-106.

E.6. Federal Funding Accountability and Transparency Act ("FFATA"). This Grant requires the Subrecipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Subrecipient is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Subrecipient provides information to the City as required. The Subrecipient shall comply with the following:

a. Reporting of Total Compensation of the Subrecipient's Executives.

(1) The Subrecipient shall report the names and total compensation of each of its five (5) most highly compensated executives for the Subrecipient's preceding completed fiscal year, if in the Subrecipient's preceding fiscal year it received:

i. 80 percent or more of the Subrecipient's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and sub awards); and

ii. \$25,000,000 or more in annual gross annual revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports files under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315. "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for information see 17 § CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings or deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites of property) for the executive exceeds \$10,000.

b. The Subrecipient must report executive total compensation described above to the City by the end of the month during which this Grant Contract is fully executed.

c. If this Grant Contract is amended to extend the Term, the Subrecipient must submit an executive total compensation report to the City by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Subrecipient will obtain a Data Universal Numbering System ("DUNS") number and maintain its DUNS number for the terms of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Subrecipient's failure to comply with the above requirements is a material breach of this Grant Contract for which the City may terminate this Grant Contract for cause. The City will not be obligated to pay any outstanding invoice received from the Subrecipient unless and until the Subrecipient is in full compliance with the above requirements.

E.7. Training. The Subrecipient agrees to attend all training sessions regarding management of the CDBG Program which are scheduled by the City and HUD.

E.8. CDBG Program Requirements. Under this Grant Contract, Subrecipient is receiving an allocation or grant of Community Development Block Grant Program funds. The Subrecipient understands these funds are made available through the U.S. Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Subrecipient agrees and certifies to comply with all applicable HUD requirements. Without limitations, Subrecipient specifically agrees and certifies as to the following:

- a. The Subrecipient will abide with all of the requirements of 24 CFR, Part 570 and Part 91, Community Development Block Grant Program.
- b. The Subrecipient will comply with other applicable Federal requirements in 24 CFR, Part 570 and Part 91, as follows:
 1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
 2. 24 CFR 570 Subpart A, General Provisions;
 3. 24 CFR 570 Subpart C, Eligible Activities;
 4. 24 CFR 570 Subpart J, Grant Administration;
 5. 24 CFR 570 Subpart K, Other Program Requirements;
 6. 24 CFR 570 Subpart O, Performance Reviews;
 7. Title VI and Executive Order 13166 Affirmative Outreach
- c. If the Subrecipient is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.
- d. The Subrecipient will comply with the uniform administrative requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
- e. The Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
- f. The Subrecipient will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
- g. The Subrecipient will use CDBG funds pursuant to its or the City's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 570 and Part 91.
- h. The Subrecipient will maintain adequate documentation to determine eligibility of persons served by the CDBG program.
- i. The Subrecipient will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.

E.9. Drug Free Workplace. The Subrecipient will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the action that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Subrecipient's policy of maintaining a drug-free workplace;
 3. Any drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of this Grant Contract be given a copy of the statement required by Paragraph E.10. (a);
- d. Notifying the employee in the statement required by Paragraph E.10(a) that, as a condition of employment under this Grant Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the City in writing, within ten calendar days after receiving notice under Paragraph E.10(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

Project Line Item*	Estimated Cost
Repair/Rehabilitation/Improvements	\$31,175
TOTAL	\$31,175.00

*Show the costs that will make up the total cost of the Project, not just the cost that will be reimbursed from CDBG-CV funds. (Examples of Budget Items include staff time, costs of supplies, and administrative time.)

*Indirect Cost are not allowed

Sources of Funds**	Amount of Funds
CDBG Funds – Kingsport, TN	\$1,175
Private Donations	\$30,000
TOTAL	\$31,175.00

** Include all fund sources that will be used to pay costs of the Project. Examples include CDBG-CV funds, other federal, state and local assistance or grants, private donations, in-kind donations, program income, etc.

TOTAL FOR GRANT

\$1,175.00

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Oasis of Kingsport
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	B-21-MC-47-0004
Federal award date	July 1, 2021
CFDA number and name	14.218 Community Development Grant Program
Grant contract's begin date	July 1, 2021
Grant contract's end ate	June 30, 2022
Amount of federal funds obligated by this grant contract	\$1,175
Total amount of federal funds obligated to the Subrecipient	\$1,175
Total amount of the federal award to the City of Kingsport	\$446,397
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson, Director Community Planning and Development U.S. Department of Housing and Urban Development Knoxville Field Office 710 Locust Street, Third Floor Knoxville, TN 37902-2526
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Subrecipient's cognizant agency

ATTACHMENT E

Notice of Audit Report

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 5th 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

Consideration of a Resolution to Amend Chapter 66 Parks and Recreation of the City of Kingsport Fee Schedule as set out in Resolution NO. 2021-258

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

Action Form No.: AF-87-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Megan Krager/Angie Marshall
 Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

The Leisure Services Department is requesting to add fees for specific programs and memberships that were previously not offered by the Department and therefore not included in Resolution NO. 2021-258.

As commodity prices continue to be volatile and unpredictable along with initiatives within the Department to offer new and diverse program, which may not currently exist in the fee schedule, it is recommended to delegate authority to approve or alter fees for Chapter 66 – Parks and Recreation to the City Manager. This will allow greater flexibility for special programming opportunities.

Attachments:

1. Resolution
2. BMP fees section with changes in red

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 TO AMEND RESOLUTION NO. 2021-258 TO PROVIDE FOR CHANGES IN THE CHARGES IN CHAPTER 66- PARKS AND RECREATION

WHEREAS, by Resolution No. 2021-258, the Board of Mayor and Aldermen of the City of Kingsport, Tennessee set the rates, fees and charges as set by the Kingsport Code of Ordinances; and

WHEREAS, it is now deemed advisable to amend Resolution No. 2021-258 with a supplement to set fees under Chapter 66 – Parks and Recreation; and

WHEREAS, various fees and charges provided for in the City's Code of Ordinances must be set and amended by resolution of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Kingsport, Tennessee as follows:

SECTION I. That effective April 5, 2022, Chapter 66 of Resolution 2021-258 is amended as follows:

Chapter 66- Parks and Recreation

NOTE: Facility fees for the Cultural Arts and Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- | | |
|---------------------------------|---|
| * Kingsport Chamber of Commerce | * Kingsport Economic Development Board |
| * Kingsport Housing Authority | * Downtown Kingsport Association |
| * Leadership Kingsport | * Kingsport Convention & Visitor's Bureau |

The City Manager or his designee has the authority to adjust any of the fees in Chapter 66- Parks and Recreation.

SECTION II. That effective April 5, 2022, Chapter 66, Subsection J of Resolution 2021-258 is amended as follows:

- J. Bays Mountain Park
1. Entrance/Parking
 - (a) Per car (up to a 15 passenger van) \$5.00
 - (b) Per bus (anything above a 15 passenger van/bus)\$15.00
 2. Natural History and Planetarium programs
 - (a) Individual rates
 - (1) Planetarium \$5.00
 - (15 or more, group rate) per person \$4.00
 - (2) Nature show \$3.00
 - (15 or more, group rate) per person \$2.00
 - (3) Barge ride \$4.00 to \$6.00
 - (4) Extended Nature Program (2 hours) \$6.00
 - (5) Association Members/Members Free Passes
 - (6) Day Camp.....\$75 Weekly & Family Membership Pass
 - (7) Additional Day Camp Child.....\$65 Weekly
 - (b) Schools – scheduled during normal school hours
 - Out of county students – per student/per program \$2.00
 - (Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE

- (c) Special programs
 - (1) Planetarium (other than regularly scheduled times).....\$350.00
 - (2) Barge rides (other than regularly scheduled times)
(maximum of 45 people).....\$250.00
 - (3) Association life members get one free barge ride during
June, July and August after 6:00 p.m. *Must be pre-scheduled.*
- 3. Other Programming
 - (a) Low Ropes Course (minimum of 8 people, maximum of 40 people)
Staff led programming.....\$5.00 per person
 - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.). \$25.00 per person
 - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
 - (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people)
(weight limit 275 lbs.).....\$35.00 per person
Includes Low Course or Hawks Nest, Icebreaker games and Zipline
 - (e) Team Building – Full Day (minimum of 8 people, maximum of 24 people)
(weight limit 275 lbs.).....00 per person
Includes Low Course or Hawks Nest, Icebreaker games and Zipline
 - (f) Zip Party (*scheduled during park hours*) (weight limit 275 lbs.)
 - (1) 1-10 people.....\$125.00
 - (2) 11-19 people.....\$175.00
 - (3) 20+ people.....\$225.00
 - (g) Zip Party with use of Farmstead for one hour
(*scheduled during park hours*) (weight limit 275 lbs.)
 - (1) 1-10 people.....\$160.00
 - (2) 11-19 people.....\$210.00
 - (3) 20+ people.....\$260.00
 - (h) Special Twilight Zip: (maximum of 20 people)....\$25.00 per person
 - (i) Canoe/Kayak Tour Programs.....\$10.00 per person
 - Canoe/Kayak Tour Programs (Association Members).....FREE
 - (j) Twilight Barge Ride.....\$5.00 per person
 - Twilight Barge Ride (Association Members).....FREE
- 4. Facilities rental
 - (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Library (maximum of 15 people) \$20.00
 - (2) Classroom (maximum of 80 people) \$35.00
 - (3) Farmstead (maximum of 100 people) \$100.00
 - (4) Nature Center (maximum of 150 people) \$200.00
 - (5) Pavilion at LilyPad Cove – flat rate, four hour block (maximum of 60-80
people, depending on set-up.) *Renter responsible for set-up prior to
Event and takedown afterwards.*
 - (i) Monday-Thursday.....\$150.00
 - (ii) Friday thru Sunday.....\$250.00
 - (iii) Additional rental time if needed, per hour.....\$75.00
Includes use of up to 80 chairs, tables, & parking for guests.
 - (6) Amphitheater (after hours) (maximum of 300 people). \$20.00
 - (7) Cabin/meeting room (maximum of 25 people) ..\$50.00
 - (b) Other Facilities Rental
 - (1) Overnight camping, per group/per night (max 15 people).....\$30.00
 - (2) Zip line school \$5.00
 - (3) High Ropes course – School \$15.00
 - (4) Half Day Course School\$20.00
 - (5) Full Day School\$25.00
- 5. Park grounds
 - (a) Before hours (2-hour minimum) \$150.00
 - (b) After hours (2-hour minimum) \$150.00

6. Tour Groups
- (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person).....\$7.00
 - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person).....\$10.00
7. Annual Memberships
- (a) Individual Membership.....\$30.00
 - (b) Family Membership.....\$50.00
 - (c) Supporting Membership.....\$100.00

SECTION III. That this resolution shall become effective April 5, 2022 and remain in force and effect until such time as it is revoked, further amended, or superseded.

Adopted this 5th day of April, 2022.

ATTEST:

PATRICK W. SHULL, Mayor

ANGELA MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

Chapter 66 – Parks and Recreation

NOTE: Facility fees for the Cultural Arts *and* Parks and Recreation areas will be discounted by fifty percent (50%) for activities sponsored by the following:

- Kingsport Chamber of Commerce
- Kingsport Economic Development Board
- Kingsport Housing Authority
- Downtown Kingsport Association
- Leadership Kingsport
- Kingsport Convention & Visitor's Bureau

The City Manager or his designee has the authority to adjust any of the fees in Chapter 66- Parks and Recreation.

J. Bays Mountain Park

1. Entrance/Parking
 - (a) Per car (up to a 15 passenger van) \$5.00
 - (b) Per bus (anything above a 15 passenger van/bus) \$15.00
2. Natural History and Planetarium programs
 - (a) Individual rates
 - (1) Planetarium..... \$5.00
(15 or more, group rate) per person \$4.00
 - (2) Nature show..... \$3.00
(15 or more, group rate) per person \$2.00
 - (3) Barge ride \$4.00 to \$6.00
 - (4) Extended Nature Program (2 hours)..... \$6.00
 - (5) Association Members/**Members** Free Passes
 - (6) Day Camp.....\$75 Weekly & Family Membership Pass**
 - (7) Additional Day Camp Child.....\$65 Weekly**
 - (b) Schools – scheduled during normal school hours
Out of county students – per student/per program \$2.00
(Sullivan, Hawkins Counties and Kingsport, Bristol students) FREE
 - (c) Special programs
 - (1) Planetarium (other than regularly scheduled times)..... \$350.00
 - (2) Barge rides (other than regularly scheduled times)
(maximum of 45 people) \$250.00
 - (3) Association life members get one free barge ride during
June, July and August after 6:00 p.m. *Must be pre-scheduled.*
3. Other Programming
 - (a) Low Ropes Course (minimum of 8 people, maximum of 40 people)
Staff led programming..... \$5.00 per person
 - (b) Hawks Nest (age 11 & up) (weight limit 275 lbs.) . \$25.00 per person
 - (c) Flying Squirrel Zipline (weight limit 275 lbs.).....\$10.00 per person
 - (d) Team Building – Half Day (minimum of 8 people, maximum of 24 people)
(weight limit 275 lbs.)..... \$35.00 per person
Includes Low Course or Hawks Nest, Icebreaker games and Zipline
 - (e) Team Building – Full Day (minimum of 8 people, maximum of 24 people)
(weight limit 275 lbs.).....\$60.00 per person
Includes Low Course or Hawks Nest, Icebreaker games and Zipline
 - (f) Zip Party (*scheduled during park hours*) (weight limit 275 lbs.)
 - (1) 1-10 people..... \$125.00
 - (2) 11-19 people..... \$175.00
 - (3) 20+ people..... \$225.00
 - (g) Zip Party with use of Farmstead for one hour

- (scheduled during park hours) (weight limit 275 lbs.)
- (1) 1-10 people.....\$160.00
 - (2) 11-19 people.....\$210.00
 - (3) 20+ people.....\$260.00
 - (h) Special Twilight Zip: (maximum of 20 people).....\$25.00 per person
 - (i) Canoe/Kayak Tour Programs.....\$10.00 per person
 - Canoe/Kayak Tour Programs (Association Members).....FREE
 - (j) Twilight Barge Ride.....\$5.00 per person
 - Twilight Barge Ride (Association Members).....FREE
4. Facilities rental
- (a) Building/Rooms (per hour-2 hour minimum)
 - (1) Library (maximum of 15 people)..... \$20.00
 - (2) Classroom (maximum of 80 people)..... \$35.00
 - (3) Farmstead (maximum of 100 people)..... \$100.00
 - (4) Nature Center (maximum of 150 people) \$200.00
 - (5) Pavilion at LilyPad Cove – flat rate, four hour block (maximum of 60-80 people, depending on set-up.) *Renter responsible for set-up prior to Event and takedown afterwards.*
 - (i) Monday-Thursday.....\$150.00
 - (ii) Friday thru Sunday.....\$250.00
 - (iii) Additional rental time if needed, per hour.....\$75.00*Includes use of up to 80 chairs, tables, & parking for guests.*
 - (6) Amphitheater (after hours) (maximum of 300 people). \$20.00
 - (7) Cabin/meeting room (maximum of 25 people).....\$50.00
 - (b) Other Facilities Rental
 - (1) Overnight camping, per group/per night (max 15 people).....\$30.00
 - (2) Zip line school.....\$5.00
 - (3) High Ropes course – School.....\$15.00
 - (4) Half Day Course School.....\$20.00
 - (5) Full Day School.....\$25.00
5. Park grounds
- (a) Before hours (2-hour minimum).....\$150.00
 - (b) After hours (2-hour minimum).....\$150.00
6. Tour Groups
- (a) KCVB Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person).....\$7.00
 - (b) Other Tours – includes entrance fee/choose two activities from: Barge Ride, Planetarium Show, Wolf Howling, Nature Program (per person).....\$10.00
7. Annual Memberships
- (a) Individual Membership.....\$30.00
 - (b) Family Membership.....\$50.00
 - (c) Supporting Membership.....\$100.00



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents Necessary for School Nutrition Services Credit Card Processing

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

Action Form No.: AF-70-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Committee
 Presentation By: D. Frye

Recommendation:

Approve the Resolution

Executive Summary:

Effective January 1, 2022, the administration entered into an agreement with EMS LINQ, Inc., for a new software system for School Nutrition Services. The administration desires to further enhance that service for parents by accepting credit card payments on the website. This service is provided by EMS LINQ in conjunction with Chase processing services. It is necessary for the Mayor to execute four documents for this process to be established. They are the Titan Merchant Agreement for Service, Site, and Convenience Fee Processing, Chase Paymentech Submitter Merchant Payment Processing Instructions and Guidelines, Chase J.P. Morgan Additional Company Application, and the Chase U.S. and Canadian New Division Boarding Form.

Attachments:

1. Resolution
2. Agreements

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 SCHOOL NUTRITION SERVICES
CREDIT CARD PROCESSING AND AUTHORIZING THE MAYOR
TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER
TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city would like to enable parent credit card processing of the school nutrition program; and

WHEREAS, the city entered into an agreement with EMS LINQ, Inc., for a new software system for School Nutrition Services effective January 1, 2022; and

WHEREAS, Chase is the credit card processor of EMS LINQ software; and

WHEREAS, certain documents must be executed to effectuate the processing, the Titan Merchant Agreement for Service, Site, and Convenience Fee Processing, Chase Paymentech Submitter Merchant Payment Processing Instructions and Guidelines, Chase J.P. Morgan Additional Company Application, and the Chase U.S. and Canadian New Division Boarding Form.

Now therefore,

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

SECTION I. That an agreement to process parent credit card payments for school nutrition services is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Titan Merchant Agreement for Service, Site, and Convenience Fee Processing, Chase Paymentech Submitter Merchant Payment Processing Instructions and Guidelines, Chase J.P. Morgan Additional Company Application, and the Chase U.S. and Canadian New Division Boarding Form and to deliver the agreements 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 agreements 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 agreements that do not substantially alter the material provisions of the agreements, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC, also known as Chase Merchant Services ("CMS", "we", or "us"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Chase"), is excited about the opportunity to join Titan School Solutions, Inc. (referred to herein as "Submitter") in providing you, the Merchant signing below (hereinafter referred to as "you" or "Merchant") with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this "Agreement") contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the "Network Liabilities").

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

(a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).

(b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "Settlement Account"). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.

(c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that such Convenience(i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Definitions.

- (a) "Card" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (b) "Account Information" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.

- (c) "ACH" means Automated Clearing House.
- (d) "Chargeback" is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) "Convenience Fee" is a charge to a Customer's for the convenience of using the payment channel offered by Merchant through Submitter.
- (f) "Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (g) "Data Compromise Event" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (h) "ECP" means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (i) "Chase" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (j) "Network" is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) "Network Rules" are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) "CMS", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (m) "Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (n) "Return" means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) "Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) "Transaction" is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) "Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you agree to comply with the foregoing terms.

Agreed and Accepted by:

City of Kingsport

MERCHANT LEGAL NAME (Print or Type)

415 Broad Street, Kingsport, TN 37660

Address (Print or Type)

By (authorized signature)

Pat Shull, Mayor

By, Name, Title (Print or Type)

Date

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By:

Print Name:

Title:

Date:

Address: 8181 Communications Pkwy, Plano, TX 75024

Additional Company Application



Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

THIS SECTION IS FOR INTERNAL
USE ONLY

ECID:

Application ID:




Model from Merch #:

Submitted by:

Company #:

What is this form? A Customer (you, your) can use this form to apply to add a location to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form? Complete all 3 parts, then print and sign the final version. Keep a copy for your records.

-  The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.
-  The Ownership section identifies the type of ownership for your business.
-  The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

If you make any corrections to your information in the Application, you MUST initial each change.

Part 1: Customer

Complete all fields below

1.1 Company Information To help prevent the funding of terrorism and money laundering activities, Federal law and JPMC policies require us to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, we will ask for your business name, physical address, and government identification number in order to verify your identity.

Legal Name of
Company to be
Amended to the
Agreement

City of Kingsport

Business Start / Date of
Incorporation
(MM/DD/YYYY)

Physical Address
(No PO Box or Paid
Mail Box)

415 Broad Street

City

Kingsport

State TN

Zip Code 37660

Taxpayer ID / EIN

62-60000323

Registered Trade
Name (DBA)

Primary Contact
Name

David Frye

Phone

423-378-2151

Does the legal entity have any additional DBA names? ☒ No ☐ Yes → Complete DBA Addendum

Business Type

Ownership Type

☐ Public

☐ Private

☐ Not - For - Profit

☐ Subsidiary of Public Company

↳ Ticker Symbol

↳ Stock Exchange

☒ Other : Local Government

Entity Type:

☐ Individual / Sole Proprietor

☐ Corporation

☐ Partnership

☒ Government – Gov. Website URL <https://www.k12k.com/>

☐ LLC – If LLC, Taxed As:

Business

Description

(Primary source of
revenue for legal
entity)

Public School

Do you permit or have you issued Bearer Shares? ☒ No ☐ Yes

State of Formation

Date of Formation

Trading Symbol

Fiscal Year End (MM/DD/YYYY)

Has Merchant Ever Filed For
Bankruptcy?

Select

If, Yes, What Chapter?

Filing Date

Emergence Date

Are the Financials of the Additional Company *Stand Alone* or
Consolidated?

Stand Alone

If, Consolidated, indicate name of the company the financials are
included in

If you make any corrections to your information in the Application, you **MUST** initial each change.

What is the relationship between the additional company and the company which entered the agreement?

Other Relationship

Submitter client of FLS - Titan School Solutions, Inc.

Part 2: Ownership

Each owner signing authorizes JPMorgan Chase Bank N.A. And Paymentech, LLC as part of this investigation, to obtain and review Third Party Credit Bureau Reports on Such Owner. Ownership details must be provided for each Individual or Legal Entity Owner with a 10% or greater ownership interest.

2.1 Owner # 1

Name (Individual/Sole
Proprietor or Entity or
Parent Company)

SSN/EIN* or ☐ Non- US Person

Corporate Title

Percent of Ownership %

Is the Owner listed
above publicly traded?

☐ No

☐ Yes

Stock Exchange

Ticker Symbol

Street Address
(Individual/Sole Provider
use home address)
(No PO Box or Paid Mail
Box)

City

State

ZIP Code

Country of
Domicile

Date of
Birth

Phone

*For Non-US Persons: Social Security Number, Passport
Number and Country of Issuance (or other similar identification
number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

2.2 Owner # 2

Name (Individual/Sole
Proprietor or Entity or Parent
Company)

SSN/EIN* or ☐ Non- US Person

Corporate Title

Percent of Ownership %

Is the Owner listed above
publicly traded?

☐ No

☐ Yes

Stock Exchange

Ticker Symbol

Street Address
(Individual/Sole Provider use
home address)
(No PO Box or Paid Mail
Box)

City

State

ZIP Code

Country of
Domicile

Date of
Birth

Phone

*For Non-US Persons: Social Security Number, Passport
Number and Country of Issuance (or other similar
identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

If you make any corrections to your information in the Application, you MUST initial each change.

Do you have any additional Owners (not listed above) that have 10% or greater ownership, either directly or indirectly? (If an entity/parent company is listed in section 2 above that has 10% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 10% or greater ownership in the applicant on the additional owner/officer addendum (sales representative will provide))

☒ No

☐ Yes

↳ Owner/Officer Addendum required (Sales Representative will provide)

2.3 Controlling Officer (an individual with significant responsibility for managing the legal entity)

Name

SSN/EIN*

Date of Birth

What is this officer's role?

☐ Key Decision Maker (i.e. Senior Mgr.) ☐ Chief Executive Officer ☐ Chief Executive Officer

☐ Chief Operations Officer ☐ Chairman ☐ President ☐ Other (specify):

↳ Sections above require a Date of Birth and SSN/EIN* (or if you selected "Not - For -Profit" in section 1,2)

☐ Board of Directors

↳ Select one: ☐ Voting ☐ Non-voting

Street Address
(Provide home address)
(No PO Box or Paid Mail Box)

City

State

Country

ZIP Code

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

2.4 Authorized Representative

Name

Tobin Fitzgerald

Street

Address (if

individual use

home address)

(No PO Box or

Paid Mail Box)

19900 MacArthur Blvd. Suite 1000

City

Irvine

State

CA

Country

USA

ZIP Code

92612

If you make any corrections to your information in the Application, you MUST initial each change.

Part 3: Certification

3.1 Authorized Administrator for Account Boarding

Authorized Administrator for purposes of account boarding and implementation means an owner, partner, officer, employee or other agent of the merchant that has been appointed by an executive of merchant and who is duly authorized to provide information and execute documentation on behalf of and related to merchant in order to facilitate the initial set up of merchant's account with Chase Paymentech. Per Chase Paymentech policy, authorized administrators are not permitted to modify the merchant's account with Chase Paymentech after completion of the initial set up of merchant's account. Such changes must be made, by an executive or financial contact, as applicable and as those roles are defined by merchant.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant Name (Printed)	Titan School Solutions, Inc - Bobbie Ward	Merchant Signature	
Merchant Title (Printed)	Merchant Services Specialist	Date	
Telephone Number	813-575-3059	Email Address	bward@linq.com

3.2 Certification

I, the undersigned, being an officer/principal of City of Kingsport
represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A. ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for bank to release standard banking information.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant Name (Printed)	Pat Shull	Merchant Signature	
Merchant Title (Printed)	Mayor	Date	

If the signer has not already provided it above, a residential address is preferred if available (No PO Box or Paid Mailbox). If not available, business address is acceptable.

Street Address 415 Broad Street

City Kingsport

State TN

Zip 37660

Note: Each Merchant is required to submit a W9 with this application

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER

CITY ATTORNEY

U.S. and Canadian New Division Boarding Form

Note: This is an interactive form that will render based on selections within the document. Please fill out completely (top to bottom) before printing and signing.

Company ID # 332415	Company Legal Name Titan School Solutions, Inc.	Projected Live Date
------------------------	--	---------------------

1. Company Information

Transactions processed for this new set up request belong to:

- ☐ Merchant whose company legal name is represented above ☐ An Additional Company whose legal name is...

1b. Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID. W-8 required for Canadian entities)

Transaction Division's Taxpayer ID 62-6000323	Legal Entity Name City of Kingsport
Are you tax exempt under Internal Revenue Code Section 501(c)(3)? (Required for US clients only)	<input type="radio"/> Yes <input checked="" type="radio"/> No

1c. 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name (Contact to receive 1099K supplied on W-9) David Frye	E-mail Address dfrye@k12k.com
---	----------------------------------

2. Report Center and Transaction History Contacts

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Tobin Fitzgerald	tfitzgerald@linq.com	(916) 467-4700	19900 MacArthur Blvd. #1000	Irvine	CA	92612	USA	X
Select access required: <input type="radio"/> Transaction History <input type="radio"/> Report Center <input checked="" type="radio"/> Both Existing User ID:									
Add User									

3. Chargeback Contacts

ICA (Manager/Supervisor - one who assigns work to MCA) MRQA (Manager/Supervisor - one who assigns work to MRA) Note: This is the contact that will receive any documents that need to be mailed and/or faxed.									
Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Bobbie Ward	bward@linq.com	(813) 575-3059	19900 MacArthur Blvd. #1000	Irvine	CA	92612	USA	X
Does this User require access to: <input checked="" type="checkbox"/> Report Center									
Click here to add or copy line item from this table					Click here to copy line item from section 2 - Report Center				
MCA (Merchant Chargeback Analyst - one who works the chargebacks) MRA (Merchant Retrieval Analyst - one who works the retrievals)									
Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Bobbie Ward	bward@linq.com	(813) 575-3059	19900 MacArthur Blvd. #1000	Irvine	CA	92612	USA	X

Does this User require access to: <input checked="" type="checkbox"/> Report Center																	
Click here to add or copy line item from this table	Click here to copy line item from section 2 - Report Center																
4. Bank Account Information																	
Existing Bank Account Information																	
Will you be depositing funds into an existing Funds Transfer Instruction (FTI)?	No																
Is this a bank account we are currently funding?	No																
New Bank Account Information																	
SETTLEMENT CURRENCY (in which we will fund to you) USD (US Dollar)	COUNTRY WHERE BANK ACCOUNT RESIDES <input checked="" type="radio"/> US <input type="radio"/> Canada <input type="radio"/> International																
Section A: U.S. Bank Account Information	ACH																
ABA # <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>																	
<input type="checkbox"/> Division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default																	
Bank Account # <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">XX</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">XX</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">XX</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>		XX			XX		XX										
XX			XX		XX												
<u>Bank Account Name</u> Kingsport City Schools School Nutrition Services	<u>Financial Institution Name</u> First Horizon																
City Kingsport	State/Prov TN																
Zip/Postal Code 37662	Country US																
<input checked="" type="radio"/> Checking <input type="radio"/> Savings <small>Note: If this request relates to an account not held at JPMorgan Chase Bank, please attach an original voided check (starter checks are not accepted) or a bank letter of verification. JPMorgan Chase bank accounts do not require validation documentation.</small>	<small>ACH Debit Allowed - Your bank account must support ACH debit. If not, you must provide this Chase ACH debit block # to your bank - 1020401225</small>																
5. Business Unit (if different from division name)																	
Parent Business Unit Name (if applicable)	Parent Business Unit # (if applicable)																
Business Unit Name	City of Kingsport																
Business Unit #																	
<input type="checkbox"/> I have a "Business Unit" <u>Financial Contact</u> that is <u>not</u> an existing "Company" Financial Contact																	
6. Transaction Division Information																	
Transaction Division Name (30 character limit) City of Kingsport	Settlement Currency USD (US Dollar)																
Presentment Currency U.S. Dollars (USD)																	
Division Location Street Address (must be a street address, P.O. Boxes not acceptable) 415 Broad Street																	
City Kingsport	State/Prov TN																
Zip/Postal Code 37660	Country US																

6. Transaction Division Information

How will you process?		<input type="radio"/> Retail <input type="radio"/> MOTO (Mail/Telephone) <input checked="" type="radio"/> Internet/eCommerce																
Cardholder Descriptor <small>Where would you like asterisk (*) placed?</small>		<input type="radio"/> 4th Position <input type="radio"/> 8th Position <input type="radio"/> 13th Position <input checked="" type="radio"/> None																
C	I	T	Y	O	G	K	I	N	G	S	P	O	R	T				
Customer Service Phone #						URL (Optional if phone # is provided)												
(916) 467-4700						t	i	t	a	n	k	1	2	.	c	o	m	
Products/Service Description (ex. clothing, books, membership, etc.)																		
A	c	c	o	u	n	t		P	M	T								
Maximum Sales Transaction Amount USD \$1,000.00						Maximum Refund Transaction Amount USD \$1,000.00						(Default \$25,000 USD or equivalent "international" currency per transaction) If >\$25,000 please provide an invoice.						
Avg. Transaction Price \$50.00						Avg. # Trans. Per Year (settled Only) 1,000						Projected Refund % 1.0%						
						Customer's Payment Option Recurring Payments						<input type="checkbox"/> Bill Payment						

6b. Internet Transactions

Full website address:	titank12.com		
Encryption (select all that apply)	<input checked="" type="checkbox"/> SSL	<input type="checkbox"/> SET	<input type="checkbox"/> No encryption
Can an order be placed and credit card info given via this website?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
Is the website secure so not to be read or intercepted by others?	<input checked="" type="radio"/> Yes <input type="radio"/> No		

6c. Profile - billing & delivery of goods and services

Do you stock products?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do you fill your own orders?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you own product at time of sale?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fulfillment Service Bureau	
Do you provide customer orders at time sale?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fulfillment Contact	Phone #
Do you drop ship the product?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
When will you charge for an order?	Bill on Order		

7. Products and Services

<input type="checkbox"/> Account Updater			
<input type="checkbox"/> MC SecureCode			
<input type="checkbox"/> MCID - MasterCard Assigned ID			
<input type="checkbox"/> Authorization Recycling			

8. Methods of Payment*Note: You must make a selection in Section 4 for this section to populate.**Please indicate if you will be using any of the following card type/methods of payment. Please note that some of these services may require an additional contract amendment, pricing and/or information if you currently do not have the service.*

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover (settled)	<input checked="" type="checkbox"/> Discover Diners	<input checked="" type="checkbox"/> JCB	As a default Discover (settled), Discover Diners and JCB will be enabled whenever Visa and MC are enabled.
<input type="checkbox"/> Discover (conveyed)					Discover SE#
<input type="checkbox"/> American Express Opt Blue		(Enabled for those merchants who have Opted in and meet the <u>qualifications</u> (U.S. only)			
<input type="checkbox"/> American Express (conveyed)					Service Establishment # (SE#)
<input type="checkbox"/> PINless Debit (non Retail)					
<input type="checkbox"/> PIN Based Debit (Retail)		Division will be setup with the following network vendors (Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Jeanie, AFFN and CU24)			
<input checked="" type="checkbox"/> Electronic Check Processing	Company Name	C I T Y O F K I N G S P O R			
	Item Description	A C C P M T			
	Preferred Delivery	How do you obtain authorization?			
	ACH Only	Internet (U.S.Only)			
If no amounts provided, default will match credit card transaction amount.	ECP Maximum Sale Amount USD	ECP Maximum Refund Amount USD			
If not selected, no redeposit event will be attempted	<input type="checkbox"/> Smart ECP Redeposit Opt In				

9. Processing Methods

Who will be submitting transactions to Chase Merchant Services and what product will they be using?

Presenter Submitter Name	Submitter # (SU) 411744	Presenter ID # (PID)
<input type="checkbox"/> NetConnect Batch and/or Online Authorization	<input checked="" type="checkbox"/> Orbital Payment Gateway	<input type="checkbox"/> Online POS Terminal (OPT)

Orbital Payment Gateway

Primary Contact (must be a contact at the company) Tobin Fitzgerald		E-mail Address tfitzgerald@linq.com	
Address 19900 MacArthur Blvd. #1000		Phone # (916) 467-4700	
City Irvine	State/Prov CA	Zip/Postal Code 92612	Country USA
Primary Contact Level of access	<input checked="" type="radio"/> Merchant <input type="radio"/> Chain		
Auto-Settle Information <small>Select None for no auto settlement time.</small>	Auto-settle Time	AM/PM	Time Zone
Profile Management required?	<input type="radio"/> None <input type="radio"/> Merchant <input checked="" type="radio"/> Chain		<input type="checkbox"/> Hosted PayPage (HPP)

10. Terminal , Software and PIN Based Debit (please select what you will be utilizing)

☐ Point-of-sale Software (VAR) ☐ Equipment/Terminal ☐ PIN Pad (Retail Only)

Shipping Details Note: Please ensure a ship to contact will be available to accept shipment (default will be store manager)

Contact Name		E-mail Address	
Address		Phone #	
City	State/Prov	Zip/Postal Code	Country
Kits and Imprinters			
<u>Overlay, Quick Reference Guide, etc.</u>	<u>Sales Drafts, Credit Drafts, etc.</u>	Imprinter Plate	Imprinter (default is None)

11. Signature

Print Name Pat Shull	Title Mayor
I represent and warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.	
Signature	Date

Signer's name must be a company Executive or Financial Contact.

***In order for us to settle funds in accordance with the banking details supplied herein, you are responsible for providing true, accurate, current and complete information regarding your banking details, and we are not responsible for errors or omissions in the information that you provide. In the event that any banking details provided by you are incomplete, not current, or inaccurate, you agree that we may request, obtain and use credit or any other reports/information from third party sources to complete such banking details necessary for us to settle funds with you. You further agree that we are not responsible and shall not be liable in any way for any delay or failure to settle funds with you or for any error in your settlement account if the banking details/information provided by you or by third party sources is false, incomplete, not current or inaccurate.*

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution to Accept a Donation of Gift Shop Inventory from the Bays Mountain Park Association

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

Action Form No.: AF-85-2022
 Work Session: April 4, 2022
 First Reading: N/A

Final Adoption: April 5, 2022
 Staff Work By: Megan Krager
 Presentation By: M. Borders

Recommendation:

Approve the Resolution

Executive Summary:

The City of Kingsport Leisure Services Department has implemented CivicRec software which possesses inventory management and point of sale capabilities that Bays Mountain previously did not have. To provide a more cohesive and streamlined customer experience staff approached the Bays Mountain Park Association with a proposal to operate the gift shop.

The Bays Mountain Park Association approved the donation of existing gift shop inventory to the City of Kingsport at their March 3rd, 2022 Meeting. The approximate wholesale value of the gift shop inventory is \$32,500.00.

Gift shop operations will be a part of Fund 612 Bays Mountain Park Commission.

Attachments:

1. Resolution
2. Gift Shop Inventory Value Listing

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 ACCEPTING A DONATION OF GIFT SHOP
INVENTORY FROM THE BAYS MOUNTAIN PARK
ASSOCIATION

WHEREAS, the Bays Mountain Park Association has been running the Bays Mountain Park Gift Shop for many years; and

WHEREAS, the city has implemented a new software which possesses inventory management and point of sale capabilities that Bays Mountain previously did not have, which will provide a more cohesive and streamlined customer experience; and

WHEREAS, the Bays Mountain Park Association would like to donate the existing gift shop inventory to the city and allow the city to run the gift shop; and

WHEREAS, the estimated value of this donation is \$32,500.00 and the gift shop operations will be a part of Fund 612 Bays Mountain Park Commission.

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 the existing gift shop inventory in the estimated amount of \$32,500.00, 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 5th day of April, 2022.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Bays Mountain Park Gift Shop Inventory

Completed 02/24/2022

Wholesale Value of Merchandise	\$32,641.28
Total Number of Gift Shop Items	9596

Category	Wholesale Value	Number of Items
Plush	\$2812.97	622
Mountain Logo T-Shirt	\$2380.50	207
1971 Color Logo T-Shirt	\$331.25	25
1971 Logo T-Shirt	\$2961.00	324
1971 Logo Long Sleeve	\$1316.64	104
50 th Anniversary Sweatshirt	\$924.00	66
Authentic Cards	\$98.56	48
Books	\$692.37*	61
50 th Anniversary Cups/Bottles	\$590.16	141
Hats	\$4438.99	419
Hoodies	\$3799.00	131
50 th Anniversary Kids Shirts	\$198.00	33
Magnets, Patches, Stickers	\$3851.72*	2965
Bags and Totes	\$838.50	104
Novelties	\$330.24	647
Pathfinder Jewelry	\$2352.80	346
Terry Cloth Sweatshirts	\$703.00	37
Tree of Life Long Sleeve	\$241.12	22
Tree of Life T-Shirt	\$1772.85	223
Walking Sticks**	\$804.00	69
Candy	\$1896.61	3002

*Includes items whose wholesale values were estimated because invoices could not be located.

**Items are on consignment. BMPA has not yet paid for items.

Bays Mountain Park & Planetarium Gift Shop Inventory					
Item	Group	Stock Room No	Gift Shop No	Unit Cost	Value
Teal/S Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	5.00	2.00	11.50	80.50
Teal/M Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	0.00	4.00	11.50	46.00
Teal/L Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	0.00	1.00	11.50	11.50
Teal/XL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	22.00	2.00	11.50	276.00
Teal/XXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	5.00	0.00	11.50	57.50
Navy/S Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	5.00	1.00	11.50	69.00
Navy/XL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	2.00	0.00	11.50	23.00
Navy/XXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	11.00	3.00	11.50	161.00
Navy/XXXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	5.00	3.00	11.50	92.00
Gray/S Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	3.00	4.00	11.50	80.50
Gray/L Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	2.00	0.00	11.50	23.00
Gray/XL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	4.00	5.00	11.50	103.50
Gray/XXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	7.00	3.00	11.50	115.00
Gray/XXXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	0.00	6.00	11.50	69.00
Orange/S Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	3.00	4.00	11.50	80.50
Orange/M Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	0.00	7.00	11.50	80.50
Orange/L Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	3.00	0.00	11.50	34.50
Orange/XL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	11.00	2.00	11.50	149.50
Orange/XXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	7.00	3.00	11.50	115.00
Orange/XXXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	15.00	3.00	11.50	207.00
Red/S Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	14.00	0.00	11.50	161.00
Red/M Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	0.00	1.00	11.50	11.50
Red/L Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	0.00	3.00	11.50	34.50
Red/XL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	7.00	2.00	11.50	103.50
Red/XXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	6.00	1.00	11.50	80.50
Red/XXXL Mtn Logo T-Shirt	BMPA Mountain Logo T-Shirt	7.00	3.00	11.50	115.00
Wiley Wolf	BMPA Plush	108.00	16.00	6.12	758.88
Liberty - Small Eagle	BMPA Plush	0.00	14.00	3.08	43.12
White Tail Buck Large	BMPA Plush	24.00	6.00	6.12	183.60
Wryly Wolf	BMPA Plush	7.00	9.00	6.47	103.52
Otter - Small	BMPA Plush	0.00	2.00	3.08	6.16
Bat - Small	BMPA Plush	24.00	14.00	3.08	117.04
Mars Man	BMPA Plush	0.00	11.00	4.40	48.40
Sun Man	BMPA Plush	0.00	14.00	4.40	61.60
Nebula Light Up Alien	BMPA Plush	9.00	1.00	5.72	57.20
Supernova Light Up Alien	BMPA Plush	5.00	3.00	5.72	45.76
Cosmic Light Up Alien	BMPA Plush	8.00	2.00	5.72	57.20
Unicorn Palm Pal	BMPA Plush	0.00	21.00	2.77	58.17
Cosmic Alien Clip On	BMPA Plush	12.00	0.00	3.00	36.00

Supernova Alien Clip On	BMPA Plush	0.00	11.00	3.00	33.00
Autumn Fox - Small	BMPA Plush	0.00	0.00	3.08	0.00
Fawn - Small	BMPA Plush	10.00	19.00	3.08	89.32
Otter - Large	BMPA Plush	77.00	10.00	6.12	532.44
Woolsey Wolf - Small	BMPA Plush	0.00	0.00	3.08	0.00
Winter Wolf	BMPA Plush	48.00	0.00	3.08	147.84
Paint - Small Horse	BMPA Plush	24.00	9.00	3.08	101.64
Shoulderkin - Maple Fox	BMPA Plush	24.00	12.00	3.52	126.72
Osmond - Sm Owl	BMPA Plush	21.00	5.00	3.02	78.52
Sullivan - Sm Black Bear	BMPA Plush	24.00	18.00	3.02	126.84
Red/L 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	0.00	13.25	0.00
Red/XL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	4.00	13.25	53.00
Red/XXL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	9.00	13.25	119.25
Red/XXXL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	1.00	13.25	13.25
Orange/XL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	9.00	13.25	119.25
Orange/XXL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	0.00	13.25	0.00
Orange/XXXL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	2.00	13.25	26.50
Navy/XL 1971 Color Logo Shirt	BMPA 1971 Color Logo T-Shirt	0.00	0.00	13.25	0.00
Orange/S 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	3.00	7.00	21.00
Orange/XL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	17.00	4.00	7.00	147.00
Green/S 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	5.00	7.00	35.00
Green/L 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	3.00	7.00	21.00
Green/XL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	4.00	3.00	7.00	49.00
Green/XXXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	10.00	6.00	7.00	112.00
Blue/S 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	7.00	7.00	49.00
Blue/M 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	9.00	7.00	63.00
Blue/L 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	22.00	7.00	7.00	203.00
Blue/XL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	13.00	1.00	7.00	98.00
Blue/XXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	13.00	3.00	7.00	112.00
Blue/XXXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	17.00	4.00	7.00	147.00
Heather Blue/S 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	1.00	7.00	7.00
Red/S 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	1.00	7.00	7.00
Red/L 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	3.00	7.00	21.00
Red/XL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	17.00	1.00	7.00	126.00
Red/XXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	20.00	2.00	7.00	154.00
Red/XXXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	19.00	2.00	7.00	147.00
Heather Pink/L 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	20.00	11.00	7.00	217.00
Heather Pink/XL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	37.00	6.00	7.00	301.00
Heather Pink/XXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	18.00	4.00	7.00	154.00
Gray/XL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	11.00	0.00	7.00	77.00
Gray/XXXL 1971 Logo Shirt (SS)	BMPA 1971 Logo T-Shirt	0.00	0.00	7.00	0.00

Red Brick/XL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	3.00	12.66	37.98
Red Brick/XXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	16.00	6.00	12.66	278.52
Red Brick/XXXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	4.00	12.66	50.64
Pewter/XL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	12.00	12.66	151.92
Pewter/XXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	10.00	3.00	12.66	164.58
Pewter/XXXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	4.00	4.00	12.66	101.28
Peacock/XL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	1.00	12.66	12.66
Peacock/XXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	16.00	4.00	12.66	253.20
Peacock/XXXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	2.00	12.66	25.32
Mustard/XXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	12.00	2.00	12.66	177.24
Mustard/XXXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	2.00	12.66	25.32
Navy/Orange/XXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	1.00	12.66	12.66
Navy/Orange/XXXL 1971 Shirt (LS)	BMPA 1971 Long Sleeve Shirt	0.00	2.00	12.66	25.32
Blue/M 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	3.00	2.00	14.00	70.00
Blue/L 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	4.00	4.00	14.00	112.00
Navy/M 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	0.00	2.00	14.00	28.00
Navy/L 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	2.00	4.00	14.00	84.00
Navy/XXXL 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	2.00	0.00	14.00	28.00
Red/M 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	0.00	2.00	14.00	28.00
Red/L 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	4.00	5.00	14.00	126.00
Red/XXL 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	0.00	0.00	14.00	0.00
Red/XXXL 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	2.00	0.00	14.00	28.00
Gray/M 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	0.00	1.00	14.00	14.00
Gray/XXXL 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	2.00	0.00	14.00	28.00
Blue/S 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	5.00	0.00	14.00	70.00
Navy/S 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	6.00	2.00	14.00	112.00
Red/S 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	6.00	1.00	14.00	98.00
Gray/S 50th Ann Sweatshirt	BMPA 50th Anniversary Sweatshirt	5.00	2.00	14.00	98.00
The Earth (Postcard)	BMPA Authentic Cards (Postcards)	0.00	7.00	1.97	13.79
The Earth, Moon, and Sun (Postcard)	BMPA Authentic Cards (Postcards)	0.00	4.00	1.97	7.88
Hummingbird (Postcard)	BMPA Authentic Cards (Postcards)	0.00	2.00	1.97	3.94
4 Seasons Tree (Postcard)	BMPA Authentic Cards (Postcards)	0.00	5.00	1.97	9.85
Beaver (Postcard)	BMPA Authentic Cards (Postcards)	0.00	4.00	1.97	7.88
Bobcat (Postcard)	BMPA Authentic Cards (Postcards)	0.00	2.00	1.97	3.94
Barn Owl (Postcard)	BMPA Authentic Cards (Postcards)	0.00	2.00	1.97	3.94
Hawks (Postcard)	BMPA Authentic Cards (Postcards)	0.00	6.00	1.97	11.82
Bears (Postcard)	BMPA Authentic Cards (Postcards)	0.00	6.00	1.97	11.82
Owls (Bookmark)	BMPA Authentic Cards (Postcards)	0.00	1.00	1.97	1.97
Milestones (Bookmark)	BMPA Authentic Cards (Postcards)	0.00	1.00	1.97	1.97
Moon (Magnet)	BMPA Authentic Cards (Postcards)	0.00	3.00	2.47	7.41
Wolf Horizontal (Magnet)	BMPA Authentic Cards (Postcards)	0.00	0.00	2.47	0.00

Wolf Vertical (Magnet)	BMPA Authentic Cards (Postcards)	0.00	5.00	2.47	12.35
Dry Bags - Small	BMPA Bags	40.00	1.00	7.25	297.25
Dry Bag - Large	BMPA Bags	45.00	2.00	10.75	505.25
Large Totes	BMPA Bags	0.00	8.00	2.50	20.00
Carnival Totes	BMPA Bags	0.00	8.00	2.00	16.00
Wild and Furry Friends	BMPA Books	0.00	1.00	11.37	11.37
Descendants of Feagins	BMPA Books	0.00	1.00	15.00	15.00
Thunder on Bays Mtn	BMPA Books	0.00	5.00	7.00	35.00
Unalii's Unexpeted Adventure	BMPA Books	20.00	3.00	15.00	345.00
Bays Mountain History	BMPA Books	5.00	1.00	30.00	180.00
Cora's Story	BMPA Books	0.00	5.00	0.00	0.00
Galileos Daughter	BMPA Books	2.00	0.00	8.00	16.00
Geology Books	BMPA Books	14.00	4.00	5.00	90.00
Honey Sticks	BMPA Candy	0.00	1131.00	0.15	169.65
PopRocks	BMPA Candy	0.00	36.00	1.33	47.88
Turkey Feather Suckers	BMPA Candy	131.00	20.00	1.08	163.08
Astronaut Ice Cream	BMPA Candy	0.00	324.00	3.00	972.00
Rock Candy	BMPA Candy	1000	360	0.4	544
Nalgene Bottle	BMPA Cups	0.00	7.00	10.52	73.64
1971 Bottle - Blue	BMPA Cups	0.00	4.00	3.50	14.00
1971 Bottle - Green	BMPA Cups	0.00	4.00	3.50	14.00
1971 Bottle - Red	BMPA Cups	0.00	7.00	3.50	24.50
1971 Bottle - Orange	BMPA Cups	0.00	7.00	3.50	24.50
Camp Mug - Orange	BMPA Cups	0.00	5.00	3.29	16.45
Camp Mug - Blue	BMPA Cups	0.00	3.00	3.29	9.87
Tree of Life Mug	BMPA Cups	54.00	8.00	4.92	305.04
50th Anniversary Mug - White	BMPA Cups	0.00	4.00	3.29	13.16
50th Anniversary Pint Glass	BMPA Cups	32.00	6.00	2.50	95.00
1971 Beanie	BMPA Hats	28.00	9.00	9.27	342.99
Black Distressed Canvas	BMPA Hats	48.00	2.00	10.00	500.00
Camo Distressed Canvas	BMPA Hats	59.00	2.00	10.00	610.00
Gray Distressed Canvas	BMPA Hats	65.00	3.00	10.00	680.00
Orange Distressed Canvas	BMPA Hats	67.00	1.00	10.00	680.00
Tan Distressed Canvas	BMPA Hats	0.00	0.00	10.00	0.00
Olive Distressed Canvas	BMPA Hats	65.00	1.00	10.00	660.00
Red/Gray Mtn Logo Trucker	BMPA Hats	3.00	1.00	14.00	56.00
Orange/Gray Mtn Logo Trucker	BMPA Hats	7.00	2.00	14.00	126.00
Cyan/White Mtn Logo Trucker	BMPA Hats	14.00	1.00	14.00	210.00
Cyan/Gray Mtn Logo Trucker	BMPA Hats	13.00	1.00	14.00	196.00
Navy/Gray Mtn Logo Trucker	BMPA Hats	12.00	1.00	14.00	182.00
Navy/White Mtn Logo Trucker	BMPA Hats	13.00	1.00	14.00	196.00

Camo/M Hoodie	BMPA Hoodies	0.00	0.00	29.00	0.00
Camo/L Hoodie	BMPA Hoodies	1.00	0.00	29.00	29.00
Green/S Mountain Logo Hoodie	BMPA Hoodies	6.00	1.00	29.00	203.00
Green/M Mountain Logo Hoodie	BMPA Hoodies	0.00	0.00	29.00	0.00
Green/L Mountain Logo Hoodie	BMPA Hoodies	0.00	0.00	29.00	0.00
Green/XXL Mountain Logo Hoodie	BMPA Hoodies	0.00	0.00	29.00	0.00
Green/XXXL Mountain Logo Hoodie	BMPA Hoodies	5.00	0.00	29.00	145.00
Blue/S Mountain Logo Hoodie	BMPA Hoodies	6.00	0.00	29.00	174.00
Blue/M Mountain Logo Hoodie	BMPA Hoodies	3.00	0.00	29.00	87.00
Blue/L Mountain Logo Hoodie	BMPA Hoodies	10.00	0.00	29.00	290.00
Blue/XL Mountain Logo Hoodie	BMPA Hoodies	0.00	0.00	29.00	0.00
Blue/XXL Mountain Logo Hoodie	BMPA Hoodies	3.00	0.00	29.00	87.00
Gray/M Mountain Logo Hoodie	BMPA Hoodies	9.00	1.00	29.00	290.00
Gray/L Mountain Logo Hoodie	BMPA Hoodies	21.00	0.00	29.00	609.00
Gray/XL Mountain Logo Hoodie	BMPA Hoodies	4.00	0.00	29.00	116.00
Gray/XXL Mountain Logo Hoodie	BMPA Hoodies	8.00	0.00	29.00	232.00
Black/M Mountain Logo Hoodie	BMPA Hoodies	3.00	1.00	29.00	116.00
Black/L Mountain Logo Hoodie	BMPA Hoodies	4.00	0.00	29.00	116.00
Black/XL Mountain Logo Hoodie	BMPA Hoodies	1.00	0.00	29.00	29.00
Black/XXL Mountain Logo Hoodie	BMPA Hoodies	4.00	0.00	29.00	116.00
Black/XXXL Mountain Logo Hoodie	BMPA Hoodies	4.00	0.00	29.00	116.00
Gray/XXXL Mountain Logo Hoodie	BMPA Hoodies	4.00	0.00	29.00	116.00
Gray/S Mountain Logo Hoodie	BMPA Hoodies	14.00	0.00	29.00	406.00
Teal/S Mountain Logo Hoodie	BMPA Hoodies	6.00	1.00	29.00	203.00
Black/S Mountain Logo Hoodie	BMPA Hoodies	11.00	0.00	29.00	319.00
Green/L Kids Shirt	BMPA Kids Shirts	0.00	10.00	6.00	60.00
Green/XL Kids Shirt	BMPA Kids Shirts	0.00	14.00	6.00	84.00
Blue/XL Kids Shirt	BMPA Kids Shirts	0.00	3.00	6.00	18.00
Gray/L Kids Shirt	BMPA Kids Shirts	0.00	5.00	6.00	30.00
Gray/XL Kids Shirt	BMPA Kids Shirts	0.00	1.00	6.00	6.00
Jamie Magnet	BMPA Magnets/Patches/Sticker	176.00	10.00	1.50	279.00
Netar/Tanasi Magnet	BMPA Magnets/Patches/Sticker	182.00	4.00	1.50	279.00
Kirby Magnet	BMPA Magnets/Patches/Sticker	184.00	7.00	1.50	286.50
Cotton Magnet	BMPA Magnets/Patches/Sticker	180.00	9.00	1.50	283.50
Unalii Magnet	BMPA Magnets/Patches/Sticker	170.00	6.00	1.50	264.00
50th Anniversary Magnet	BMPA Magnets/Patches/Sticker	340.00	8.00	0.75	261.00
3 Piece 50th Magnet	BMPA Magnets/Patches/Sticker	544.00	2.00	0.65	354.90
50th Anniversary Horizontal Decal	BMPA Magnets/Patches/Sticker	0.00	71.00	0.56	39.76
50th Anniversary Vertical Decal	BMPA Magnets/Patches/Sticker	200.00	86.00	0.56	160.16
Otter Patch	BMPA Magnets/Patches/Sticker	376.00	4.00	3.00	1140.00
Jr. Naturalist Patch	BMPA Magnets/Patches/Sticker	0.00	21.00	3.00	63.00

Park Sticker Sheet	BMPA Magnets/Patches/Sticker	300.00	44.00	0.85	292.40
Flying Squirrel Patch	BMPA Magnets/Patches/Sticker	0.00	9.00	3.00	27.00
iHike Sticker	BMPA Magnets/Patches/Sticker	0.00	3.00	1.50	4.50
iBike Sticker	BMPA Magnets/Patches/Sticker	0.00	8.00	1.50	12.00
BMP Auto Magnet	BMPA Magnets/Patches/Sticker	0.00	21.00	5.00	105.00
Carabiners	BMPA Novelties	0.00	143.00	1.10	157.30
Connections CD's	BMPA Novelties	70.00	7.00	1.49	114.73
Space Yoyos	BMPA Novelties	0.00	1.00	0.85	0.85
Green Aliens	BMPA Novelties	12.00	2.00	0.90	12.60
Blue Astronauts	BMPA Novelties	0.00	1.00	0.90	0.90
Slime	BMPA Novelties	12.00	0.00	0.33	3.96
Pencils	BMPA Novelties	360.00	39.00	0.10	39.90
Bobcat	BMPA Pathfinder Jewelry	6.00	12.00	6.80	122.40
Black Bear	BMPA Pathfinder Jewelry	12.00	9.00	6.80	142.80
River Otter	BMPA Pathfinder Jewelry	6.00	13.00	6.80	129.20
Great Horned Owl	BMPA Pathfinder Jewelry	12.00	10.00	6.80	149.60
Little Brown Bat	BMPA Pathfinder Jewelry	0.00	10.00	6.80	68.00
Red Fox	BMPA Pathfinder Jewelry	12.00	11.00	6.80	156.40
Gray Wolf 1	BMPA Pathfinder Jewelry	48.00	9.00	6.80	387.60
Beaver	BMPA Pathfinder Jewelry	12.00	18.00	6.80	204.00
Downy Wood Pecker	BMPA Pathfinder Jewelry	0.00	0.00	6.80	0.00
Cottontail Rabbit	BMPA Pathfinder Jewelry	0.00	1.00	6.80	6.80
Rattlesnake	BMPA Pathfinder Jewelry	18.00	8.00	6.80	176.80
Barn Owl	BMPA Pathfinder Jewelry	18.00	0.00	6.80	122.40
Gray Wolf 2	BMPA Pathfinder Jewelry	36.00	11.00	6.80	319.60
Gray Wolf 3	BMPA Pathfinder Jewelry	48.00	6.00	6.80	367.20
Red/S Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	2.00	2.00	19.00	76.00
Blue/S Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	2.00	2.00	19.00	76.00
Blue/L Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	2.00	7.00	19.00	171.00
Blue/XXL Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	0.00	0.00	19.00	0.00
Gray/S Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	0.00	1.00	19.00	19.00
Gray/M Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	6.00	9.00	19.00	285.00
Gray/L Terry Cloth Sweatshirt	BMPA Terry Cloth Sweatshirt	0.00	4.00	19.00	76.00
Lt Blue/L Tree of Life (LS)	BMPA Tree of Life (Long Sleeve)	0.00	1.00	10.96	10.96
Lt Blue/XL Tree of Life (LS)	BMPA Tree of Life (Long Sleeve)	0.00	0.00	10.96	0.00
Lt Blue/XXL Tree of Life (LS)	BMPA Tree of Life (Long Sleeve)	10.00	0.00	10.96	109.60
Lt Blue/XXXL Tree of Life (LS)	BMPA Tree of Life (Long Sleeve)	10.00	0.00	10.96	109.60
Navy/Orange/S Tree of Life (LS)	BMPA Tree of Life (Long Sleeve)	0.00	1.00	10.96	10.96
Green/L Tree of Life (\$S)	BMPA Tree of Life (Short Sleeve)	0.00	3.00	7.95	23.85
Green/XL Tree of Life (\$S)	BMPA Tree of Life (Short Sleeve)	0.00	11.00	7.95	87.45
Green/XXL Tree of Life (\$S)	BMPA Tree of Life (Short Sleeve)	0.00	1.00	7.95	7.95

Lt Blue/L Tree of Life (\$\$)	BMPA Tree of Life (Short Sleeve)	0.00	38.00	7.95	302.10
Lt Blue/XL Tree of Life (\$\$)	BMPA Tree of Life (Short Sleeve)	56.00	7.00	7.95	500.85
Lt Blue/XXL Tree of Life (\$\$)	BMPA Tree of Life (Short Sleeve)	59.00	19.00	7.95	620.10
Drk Blue/XL Tree of Life (\$\$)	BMPA Tree of Life (Short Sleeve)	0.00	10.00	7.95	79.50
Drk Blue/L Tree of Life (\$\$)	BMPA Tree of Life (Short Sleeve)	0.00	19.00	7.95	151.05
\$20 Walking Sticks	BMPA Walking Sticks	11.00	1.00	10.00	120.00
\$24 Walking Sticks	BMPA Walking Sticks	25.00	32.00	12.00	684.00

Prices in red are estimations



AGENDA ACTION FORM

Consideration of a Revised Resolution to Conduct an Actuarial Study for the Tennessee Consolidated Retirement System

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

Action Form No.: AF-95-2022
Work Session: April 4, 2022
First Reading: N/A

Final Adoption: April 5, 2022
Staff Work By: Tyra Copas
Presentation By: T. Copas

Recommendation:

Approve the resolution.

Executive Summary:

In our efforts to attract, develop, and retain a high-performing workforce, we are evaluating the City's programs related to pay and benefits. The key purpose of our evaluation of programs is to ensure the City offers a robust and competitive benefits platform, including retirement.

The Board of Mayor and Aldermen approved a resolution at their March 8, 2022 regular meeting authorizing the Tennessee Consolidated Retirement System (TCRS) to conduct an actuarial study to determine the City's cost to purchase years of service if entering the TCRS Hybrid Plan. The Legal Department modified the state's resolution template leaving out the following phrase:

"(CHECK AND COMPLETE ONE OR MORE BOXES - SELECTION OF MORE THAN TWO PRIOR SERVICE ACTUARIAL CALCULATIONS WILL BE AT ADDITIONAL COST. CAUTION: IF THE HYBRID PLAN IS ULTIMATELY SELECTED, ALLOWING ANY PRIOR SERVICE CREDIT COULD CAUSE THE EMPLOYER CONTRIBUTION RATE TO EXCEED 4% THEREBY CAUSING THE COST CONTROLS AND UNFUNDED LIABILITY CONTROLS TO AUTOMATICALLY APPLY)"

TCRS requires this language to be in the adopted resolution for the actuarial study so a revised resolution is needed. We were also notified after the original resolution had already been approved by the TCRS Legal Counsel that we were not eligible as an employer to purchase prior service on behalf of our employees since we were previously a TCRS Member per state law. Revisions to the resolution include removing any selection that references the City of Kingsport purchasing prior service on behalf of its employees, but leaves intact the employee purchase option for the study.

The funding source for this is: 110-1501-411-2020.

Attachments:

- 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 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

WHEREAS, Tennessee Code Annotated, Title 8, Chapter 35, Part 2 allows a political subdivision to request approval of the Board of Trustees of the Tennessee Consolidated Retirement System ("TCRS") to become a participating employer in TCRS; and

WHEREAS, prior to such request, Tennessee Code Annotated, Title 8, Chapter 35, Part 2 requires the chief governing body of the political subdivision to adopt a resolution authorizing and paying for the cost of an actuarial study to determine the liability associated with such participation.

NOW, THEREFORE BE IT RESOLVED, That the Board of Mayor and Aldermen of the
(Name of Governing Body)
City of Kingsport (the "Political Subdivision") hereby authorizes and agrees to pay for an
(Name of Political Subdivision)
actuarial study to determine the cost(s) associated with the Political Subdivision becoming a participating employer in the State Employee and Teacher Hybrid Plan (the "Hybrid Plan") based on the following prior service scenarios and without the Political Subdivision extending retirement coverage to its part-time employees under the Hybrid Plan:

(CHECK AND COMPLETE ONE OR MORE BOXES - SELECTION OF MORE THAN TWO PRIOR SERVICE ACTUARIAL CALCULATIONS WILL BE AT ADDITIONAL COST. CAUTION: IF THE HYBRID PLAN IS ULTIMATELY SELECTED, ALLOWING ANY PRIOR SERVICE CREDIT COULD CAUSE THE EMPLOYER CONTRIBUTION RATE TO EXCEED 4% THEREBY CAUSING THE COST CONTROLS AND UNFUNDED LIABILITY CONTROLS TO AUTOMATICALLY APPLY). For each employee employed with the Political Subdivision on the effective date of the Political Subdivision's participation in TCRS, assume the Political Subdivision elects to:

- (1) ☐ Purchase ALL years of prior service credit on behalf of its employees.
- (2) ☒ Purchase NO years of prior service credit on behalf of its employees, but accepts the unfunded liability should its employees establish ALL years of prior service.
- (3) ☐ Does NOT allow its employees to establish any prior service credit with the Political Subdivision.
- (4) ☐ Purchase _____ years of prior service credit on behalf of its employees and accept the unfunded liability should its employees establish an additional _____ years of prior service credit.

- (5) ☒ Purchase ____0____ years of prior service credit on behalf of its employees and accept the unfunded liability should its employees establish an additional ____5____ years of prior service credit.
- (6) ☐ Purchase _____ years of prior service credit on behalf of its employees and that no additional prior service will be established.

BE IT FURTHER RESOLVED That the Political Subdivision understands that if it ultimately elects to participate in the Hybrid Plan, the Political Subdivision MUST:

- (1) Also maintain a defined contribution plan on behalf of its employees whereby the Political Subdivision makes a mandatory employer contribution on behalf of each of its employees participating in the Hybrid Plan equal to 5% of the respective employee's salary subject to the cost controls and unfunded liability controls of the Hybrid Plan;
- (2) Not assume any of its employee's contributions to the Plan; and
- (3) Provide cost-of-living increases under the Plan for retirees subject to any applicable cost controls and unfunded liability controls.

BE IT FINALLY RESOLVED That there is hereby appropriated from the general funds of the Political Subdivision such amount as is required to pay for the cost of the actuarial study. Upon receipt of the actuarial study results, the Political Subdivision shall pay the cost for the study from the funds herein above appropriated to TCRS, or as otherwise directed by the TCRS Board of Trustees.

ADOPTED this the 5th day of April, 2022.

PATRICK W. SHULL, Mayor

ATTEST:

LISA WINKLE, City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

I, _____,
clerk of the _____ Board of Mayor and Aldermen, _____ for the _____ City of Kingsport _____
(Name of Governing Body) (Name of Political Subdivision)

Tennessee, do hereby certify that this is a true and exact copy of the foregoing Resolution that
was approved and adopted in accordance with applicable law at a meeting held on the _____
day of _____, 2022, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the _____ City of
Kingsport _____.
(Name of Political Subdivision)

As Clerk of the Board, as aforesaid

Seal